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CURRENT TOPICS.

THE SOLICITORS BILL which LORD ALVERSTONE has introduced in the House of Lords is the same as the Bill which failed to pass last year, but in the interval the necessity of legislative intervention has been emphasized by the decision of the Court of Appeal in *Re A Solicitor* (50 W. R. 196). It has become sufficiently evident that the Incorporated Law Society ought, as the registrar of solicitors, to have a discretion as to the renewal of certificates to solicitors who are undischarged bankrupts. At one time there seemed to be a prospect of such discretion being allowed under the existing statutes (*Re A Solicitor*, 47 W. R. 575), but in the recent case the Court of Appeal pronounced decisively against it. The present Bill proposes to give the required power by enacting that "if any solicitor applying for the renewal of his certificate is at the time of such application an undischarged bankrupt, it shall be lawful for the Incorporated Law Society, as registrar of solicitors, to suspend the issue to him of the annual certificate required by law to be obtained by every practising solicitor." From the registrar there will be an appeal to the Master of the Rolls, "who may in his discretion either affirm the decision of the said registrar or may direct him to issue a certificate on such terms and conditions (if any) as the Master of the Rolls may think fit." The third clause empowers the registrar of solicitors to inspect the file of bankruptcy proceedings in any solicitor's bankruptcy.

A BILL has been introduced in the House of Commons by Mr. LLOYD MORGAN by which it is proposed to enact that "from and after the commencement of this Act it shall not be lawful for the clerk or deputy clerk to the justices of and for any petty sessional division of any county or riding, by himself or his partner or otherwise, to be directly or indirectly employed or interested as a solicitor in the prosecution of any person committed by such justices, or any of them, for trial at the assizes or quarter sessions." The Bill thus seeks to extend to clerks to county justices the rule which is at present in force with regard to clerks to borough justices by section 159 of the Municipal Corporations Act, 1882, the 3rd sub-section of which provides that "the clerk to the justices shall not, by himself or his partner or otherwise, be directly or indirectly employed or interested in the prosecution of any offender committed for trial by those justices, or any of them, at any court of gaol delivery or quarter sessions."

ACCORDING to the decision of BUCKLEY, J., in *Re Joplin's Brewery Co. (Limited)* (50 W. R. 75), in cases where the court exercises its power under section 15 of the Companies Act, 1900, of extending the time for registration of a mortgage or debenture, there must be added to the order words indicating that the order is not to prejudice the rights of parties acquired prior to the time when the security in question shall be actually registered. But if a winding up has already commenced at the date when the application for extension of time is made, the rights both of secured and of unsecured creditors are already fixed, and any subsequent validating of a void debenture by registration must interfere with some of these rights. In the case of *Re S. Abrahams & Sons (Limited)* (reported elsewhere) this was admitted by the same learned judge who decided *Re Joplin's Brewery Co.*, but he did not see in such a result any reason for departing

from the rule which he had laid down. A resolution for issuing fifty-five £100 debentures had been passed by the directors of the company in November, 1898, and fifty of the debentures had been issued before the 1st of January, 1901, when the Companies Act, 1900, came into operation. The remaining five were issued to the applicant in July, 1901. He appears to have been advised that no registration was necessary inasmuch as the resolution authorizing the series of debentures was prior to the commencement of the Act, and section 14 therefore did not apply. Unfortunately this advice turned out to be erroneous, and, had no other rights intervened, the case would, apparently, have been one to merit the exercise of the dispensing power of the court. But the winding up of the company had fixed the rights both of the other debenture-holders—who were barely covered by the assets—and of the unsecured creditors, and the applicant could not be admitted as a secured creditor without prejudicing one class or the other. Hence his debentures had to remain unregistered.

THE LIABILITY imposed upon trade unions by the *Taff Vale case* (50 W. R. 44) is not to be allowed to pass without an appeal to the Legislature to place some restriction upon it. Prior to that decision it was considered that a trade union could not be liable for the wrongful acts of its servants because the union was not capable of being sued. The result of holding that a trade union is capable of being sued is apparently to make it subject to the general rules as to the liability of a principal for the acts of his agent. This was stated by WILLES, J., in *Barwick* v. *English Joint Stock, Bank* (L. R. 2 Ex. 259) in the following terms: "The general rule is, that the master is answerable for every such wrong of the servant or agent as is committed in the course of the service, and for the master's benefit, though no express command or privity of the master is proved." The Trade Unions Bill which has been introduced in the House of Commons by Mr. ATHERLEY JONES seeks to get rid, so far as trade unions are concerned, of the concluding words of the rule. No action—such is the short effect of the Bill—shall be maintainable against any trade union, or its trustees, for any wrongful acts committed by any officer or member in furtherance of any strike, lock-out, or trade dispute, "*unless it be proved that the council, committee, or other governing body of such trade union expressly authorized or were privy to such wrongful act.*" Apart from the improbability of a private Bill of this nature making progress, we very much doubt whether Parliament would be induced to vary in favour of a particular class of principals a rule which has been established to govern the relation of principal and agent generally.

A RECENT case before a metropolitan police magistrate is noticeable as the first reported prosecution under the Wild Animals in Captivity Protection Act, 1900. That Act was no doubt passed to meet such cases as *Harper* v. *Marcks* (1894, 2 Q. B. 319) and *Yates* v. *Higgins* (1896, 1 Q. B. 166). The protection from cruelty afforded to animals by the Cruelty to Animals Acts of 1849 and 1854 extends only to "domestic animals." It was accordingly held in *Harper* v. *Marcks*, where acts of cruelty to performing lions were alleged, that a lion, even in confinement, was outside the scope of the Acts, and in *Yates* v. *Higgins* a similar decision was given with regard to a pinioned sea-gull which had been treated with gross cruelty, and although not "domestic" was what is ordinarily considered as "tame." The new Act defines "animal" to mean "any bird, beast, fish, or reptile which is not included" in the two earlier Acts, and it makes it an offence to cause or permit to be caused any unnecessary suffering to such animal. In the recent case a conviction was obtained for causing unnecessary suffering to fish, the facts being that the fish were kept in a small tank for many hours without a sufficient supply of water. The case was hardly a flagrant one, but the scientific evidence of the suffering caused by the defendant's act was sufficient to satisfy the magistrate that an offence had been committed. The fish (Prussian carp) were apparently intended to be used as food, although they were not of a species which is often seen on a dinner-table. It does not appear, however, that their treatment fell within the exemption in the Act, which does not apply to acts done in the course of destroying or preparing an animal for destruction as food for mankind. There is a further exemption in the case of acts permitted by the Cruelty to Animals Act, 1876 (which relates to vivisection), and in the case of hunting and coursing animals which have not been liberated in a mutilated or injured state to facilitate capture.

IN THE CASE of *Re Weston* (reported elsewhere) BYRNE J., has held that a Post Office Savings Bank book can be the subject of a valid *donatio mortis causâ*. There seems to be no reason why in this respect such a book should not be on the same footing as a bank deposit receipt, which it is clear can be given in this way: *Re Dillon* (38 W. R. 369, 44 Ch. D. 76). According to the Post Office rules every deposit must be immediately entered by the postmaster or other person receiving it in the depositor's book, and the postmaster or other person receiving the deposit must affix his signature and the stamp of his office to each entry. The book is consequently an acknowledgment of the money from time to time due just in the same way as a receipt given by a bank of money placed on deposit. With regard to such a receipt the gift must be of the entire sum which it covers, and on this ground a gift by means of a cheque drawn for part of the deposit failed in *Re Mead* (28 W. R. 891, 15 Ch. 651); and although delivery is made of the deposit note, yet there is no effectual gift if it appears from the surrounding circumstances that the donee was not intended to have full dominion over the money. In *Re Dash* (48 W. R. 694) a deposit note for £30,000 was handed over, not as a gift to the recipient, but for the purpose of enabling him to carry out the owner's wishes, and there was no valid *donatio mortis causâ*. But provided the document is given up with the object of conferring on the donee a title to the entire money which it represents, the law, so Mr. Justice BYRNE has held, will effectuate this object as much in the case of a Post Office Savings Bank book as of an ordinary deposit receipt. Any defect in the donee's legal title can be got over, as COTTON, L.J., pointed out in *Re Dillon*, by constituting the legal owners trustees for him. Such a gift is an exception to the usual rule that equity will not complete a transfer of property in favour of a volunteer: *Duffield* v. *Elwes* (1 Bligh. N. S., p. 530).

ATTENTION has been recently directed to the Statute of Premunire, owing to the provisions of 25 Hen. 8, c. 20, that any archbishop not confirming and consecrating with all due circumstance a bishop elected by a dean and chapter in accordance with the royal "letter missive" accompanying the *congé d'elire* "shall run into the dangers and penalties of the statute of provision and premunire made in the 25th year of the reign of King EDWARD the Third and the 16th year of King RICHARD the Second." The latter of these two statutes (16 Ric. 2, c. 5) enacts that offenders against it "shall be put out of the king's protection, and their lands and tenements, goods and chattels, shall be forfeit to our lord the king"; and Lord COKE (1 Inst. 185) was of opinion that a man attainted of premunire might at one time have been slain by any other without danger of law. But the 21st section of the second Act of Supremacy of ELIZABETH (5 Eliz. c. 1), after declaring that "it is doubtful whether by the laws of England there be any punishment for such as kill or slay any person or persons attainted in or upon a premunire," enacts that it shall not be lawful to any person to kill any person so attainted, "by pretence of any judgment given, or by pretence, reason, or force of any word or thing contained or specified in any statute or law of provision and premunire or in any of them, any law, statute, or exposition of any law or statute to the contrary in any way notwithstanding." The penalties of forfeiture of land and goods, however, appear to be still in full force, and the Act of RICHARD also provides that offenders "be attached by their bodies, if they may be found, and brought before the king and his council there to answer, or that process be made against them by *premunire facias* in manner as it is ordained in other statutes of provisors." For confusion of language the "other statutes of provisors" are, says a learned

correspondent, unmatched on the statute book, as may be seen by a perusal of them as still unrepealed and consequently printed in the second edition of the Revised Statutes. They have been frequently incorporated by reference in subsequent legislation repealed and unrepealed. Thus it is a premunire to infringe the Habeas Corpus Act, a premunire for a descendant of GEORGE the Second to marry without the consent of the reigning sovereign, and a premunire for a bishop suffragan to exceed his jurisdiction. We believe we are correct, however, in stating that no instance of a Statute of Premunire being *eo nomine* enforced can be found.

ON TUESDAY last Mr. Justice KEKEWICH had occasion to call attention to the fact that the rules of practice connected with applications to vary master's certificates, though well settled, are frequently misunderstood. By ord. 55, r. 69, "Any party may, before the proceedings before the chief clerk are concluded, take the opinion of the judge upon any matter arising in the course of the proceedings without any fresh summons for the purpose." The rule, as his lordship pointed out, is exceedingly broad and enables any suitor to bring any point before the judge for his opinion, so that no one need rest content with the decision of the master. It is then for the judge to determine how the matter can be dealt with most conveniently. In the case before his lordship the question referred to the judge (STIRLING, J.) was whether or not interest was payable upon a certain bill of sale; and he gave as his opinion that it was not payable, whereupon the master proceeded to draw up the certificate upon that basis. The holder of the bill sought to vary this. No appeal from such an opinion can be carried to a higher court, as Mr. Justice KEKEWICH pointed out, unless an order has been drawn up (*Rhodes* v. *Rhodes*, 10 SOLICITORS' JOURNAL, 855, 1 Ch. App. 483); and under such circumstances no order ought to be drawn up, for the reason that such an order might be appealed against, and the appeal carried even to the House of Lords, and then after the master's certificate had been made the whole matter might be reopened by a summons to vary the certificate and a new series of appeals instituted upon that: see 36 SOLICITORS' JOURNAL, 374. The proper course, as his lordship intimated, is to wait till the master's certificate has been filed and then take out a summons to vary: *Rhodes* v. *Rhodes* (*ubi supra*). If it comes before another judge than the one whose opinion it is sought to vary, the summons will be dismissed as a matter of course, and then it can be carried to the Court of Appeal. His lordship consequently dismissed the summons with costs. But a judge, upon a summons to vary, is at liberty to reconsider his own opinion, and it appears that under the linked system of courts now in force the judges so linked hold themselves free to reconsider the opinions of each other: *Hewlings* v. *Graham* (1901, L. J. Ch. 568).

THE HOUSE of Lords, in affirming the decision of the Court of Appeal in *Re Falbe, Ward* v. *Taylor* (49 W. R. 455; 1901, 1 Ch. 523; in the House of Lords, *Leigh* v. *Taylor*, reported elsewhere), have shewn a disposition to treat in a liberal spirit the right of the executors of a tenant for life to remove from a settled house articles which have been used for the ornamentation of the house. The case related to certain valuable tapestries which had been placed by the tenant for life on the walls of the drawing-room. That they were fixed to the walls to some extent there was no doubt, but they were not fixed so firmly that they could not be removed without injury to the walls. But articles slightly affixed to the freehold only become fixtures when they are affixed for the permanent improvement of the building, not for the more complete enjoyment of the articles as chattels. And even if affixed so as to be *primâ facie* irremovable, they may still be within the exception which allows of the removal of ornamental fixtures. That ornamental fixtures which can be removed without damaging the freehold can be removed by a tenant for years is clear, but it has hitherto been doubtful whether this exception existed as between tenant for life and remaindermen. STIRLING, L.J., in his judgment in the Court of Appeal, held that it did, on the ground that the tenant for life—or rather his estate—required just as much protection as the tenant for years. But the case in the House of Lords seems to have been decided practically on the ground that the tapestries were not fixtures at all, and hence no question of bringing them within an exception in favour of ornamental fixtures arose. Though annexed slightly to the house, yet they were introduced for the better enjoyment of the tapestries as chattels, and hence their incorporation with the freehold had never been complete. Consequently they belonged to the estate of the tenant for life. The contrary decision as to tapestries in *D'Eyncourt* v. *Gregory* (L. R. 3 Eq. 382) must be taken to be overruled.

A SOMEWHAT singular instance of the effect under section 51 of the Settled Land Act, 1882, of a condition of residence imposed on a devisee for life of a house is afforded by the recent decision of BUCKLEY, J., in *Re Trenchard* (*ante*, p. 231). By section 51 any provision which tends to prevent a tenant for life from exercising his statutory powers is to be deemed void, but this is only "so far as it purports, or attempts, or tends" to have such an operation. On several occasions the section has been before the courts and it has been held that a tenancy for life given with a condition requiring residence does not preclude the tenant for life from selling or from enjoying the income of the proceeds of sale (*Re Paget*, 33 W. R. 898, 30 Ch. D. 161); and where an annuity was given to the tenant for life during residence, to be reduced upon her ceasing to reside, she was held, upon a sale, to be entitled to receive the annuity without deduction: *Re Eastman's Settlement* (43 SOLICITORS' JOURNAL, p. 114). On the other hand, where there is no sale in contemplation, there is nothing to diminish the force of the condition, and if the condition is broken the tenant for life will incur the forfeiture attached to the breach: *Re Haynes* (36 W. R. 321, 37 Ch. D. 306). In *Re Trenchard* the tenant for life relied upon this state of affairs as justifying a compromise under which she was to abandon her life tenancy in the house in consideration of the payment of an annuity by the trustees. By her husband's will she was to have the use of a specified house so long as she should desire to make it her permanent place of residence and should continue his widow. In a previous action (*Re Trenchard*, 16 T. L. R. 525) it had been declared that she was tenant for life under the Settled Land Act, and that by the exercise of her power of sale she would not lose the benefits given her by the will. The value of the house to her was represented by £320 a year, but she proposed to give up the house on receiving from the trustees an annuity of £275. In ordinary circumstances there would be no reason why the tenant for life should be enabled to avoid the condition of residence while the house remains unsold, but in the present case it seems to have been beneficial to the estate for the trustees to obtain control of the house, and there was also an immediate gain in the difference between the annual value of the house and the amount of the annuity. BUCKLEY, J., accordingly sanctioned the arrangement, and thus, in effect, enabled the tenant for life to get rid of the condition for residence although there had been no sale.

AN INQUIRY which has been addressed to us shews that there is a not unnatural difficulty in understanding the principle upon which *Ex parte Parke, Re Potter* (18 Eq. 381) was decided by BACON, V.C., sitting as Chief Judge in Bankruptcy. Our correspondent suggests that the case is inconsistent with the rule that rent issues out of the land, and that a landlord can distrain on anything on the property (with some statutory exceptions). A. and B., who were tenants in common, mortgaged their land and then each separately attorned tenant to the mortgagees in respect of an equal undivided moiety at a rent equal to half the interest. A. and B. carried on business in partnership on the property. The interest being in arrears, the mortgagees issued separate distresses against A. and B. and seized partnership property. This seizure BACON, V.C., held to be bad, at the same time characterizing the case as ridiculously technical. It does not seem to have been disputed that the law of distress

in general entitles the distrainor to seize any chattels, to whomsoever belonging, on the land of the tenant. But where the tenant holds only an undivided moiety of land, the difficulty in seizing a chattel under a distress against him is to say that the chattel is exclusively on his part of the land. Obviously this is impossible, and hence the chattel cannot be seized at all unless it is the property of the tenant, when, apparently, it is deemed to be on his part of the land. Thus in the above case, under the distress against A. only goods belonging to A. exclusively could be seized, and under the distress against B. only goods of B. Under neither distress could goods of A. and B. as partners, in which A. and B.'s separate interests were not ascertained, or of a stranger, be seized. This seems to be the explanation, though at best the matter can only be regarded as a legal puzzle.

PUBLIC AND PRIVATE EXAMINATIONS IN BANKRUPTCY AND WINDING UP.

II.

We dealt in our previous article with public and private examinations in bankruptcy under sections 17 and 27 respectively of the Bankruptcy Act, 1883. It will be convenient next to notice the power of the court to order an examination conferred by section 115 of the Companies Act, 1862, which is analogous in many respects to the jurisdiction in bankruptcy under section 27. There is not in winding up any automatic compulsory examination corresponding to the public examination of a bankrupt—though, as will be seen, the public examination of directors and other officers of the company under the Companies Act, 1890, is in some respects analogous thereto. Section 115, like section 27 of the Bankruptcy Act, 1883, is a "discovery" section. The order also is not a matter of right even on a liquidator's application. But the court has a discretion, and, while the order will go simply on the *ex parte* application without evidence of the liquidator, it is usual to require a contributory to adduce evidence. However, it is not obligatory, as it is on an application under section 27 of the Bankruptcy Act, 1883, for a person other than the liquidator to adduce evidence in the first instance: *Whitworth's case* (19 Ch. D. 119). The scope of section 115 is much the same as that of section 27, and in dealing with the important question how far it may be used when an action is pending, the court proceeds upon similar lines. The test is whether the examination is for the purpose of advancing the winding up of the company and in the interests of the members generally. If it is, then although an action is pending, the court may think fit to make the order: see per Lindley, L.J., in *Re Imperial Water Corporation* (33 Ch. D., at p. 321). But the powers conferred by the section are extraordinary and inquisitorial, and the court will not allow them to be used merely to get discovery in an action where in the ordinary course the party is not entitled to discovery: *Re North Australian Territory* (38 W. R. 531). The examination is strictly a private examination. It is held in chambers unless the judge otherwise directs (rule 2 (2) of 1890), and creditors and contributories have not any right to attend, although they may have generally liberty to attend proceedings under rule 173 of 1890. But the court has a discretion to allow persons to attend and examine: *Grey's Brewery Co.* (25 Ch. D. 440). Moreover, the registrar has ruled that he has power to hold the examination in open court if he pleases, and this has frequently been done of late.

Lastly, the public examination of directors, promoters, and officers of a company under section 8 of the Companies (Winding-up) Act, 1890, remains to be considered, and under that head the particular point which was under consideration by Byrne, J., in the *London and Globe case*. Such examination can only take place when ordered by the court acting upon a special report of the official receiver containing a finding of fraud against the examinee: *Ex parte Barnes* (1896, A. C. 146). The examination is held in open court, any creditor or contributory may take part in the examination, and the court may put such questions to the person examined as it may deem expedient. It will be noticed that this examination can only take place under very special circumstances, and only at the instance of the official receiver.

Previous to the *London and Globe case* the point whether questions could be put at such an examination having relation to a pending action does not appear to have been decided in any reported case. But the practice has certainly been for the registrar to deal with such questions upon the principles applied to an examination under section 115. It was attempted to distinguish an examination under section 115 on the ground that that was merely in aid of the discovery, whereas section 8 of 1890 was punitive, and that the registrar had no discretion to disallow questions relating to "the promotion or formation of the company or as to the conduct of the business of the company, or as to his conduct and dealings as director or officer of the company." But it is difficult to see any distinction in principle between an examination under section 115 and under section 8, though one is private, the other public. Section 8 is clearly not only punitive, but also for the benefit of the company, its creditors and contributories, and their interests must be considered. Certainly where the liquidator, on whose initiative the examination is ordered, objects to the questions as prejudicial to the company's interests in a pending action, it is inconceivable that the section can be meant to give a right to ask them, not subjected to be controlled by the court.

A curious species of "voluntary" examination both in bankruptcy and winding up cases has been growing up of recent years. It is not under any statutory provision, but persons have been allowed to offer themselves for examination where evidence given already has reflected upon or impugned their conduct. This was done in the *Hooley case* and also recently in the *London and Globe case*.

Some interesting points arise when the question of the admissibility in evidence of the depositions taken in these different examinations comes to be considered, and of the right of the examinee himself to refuse to answer specific questions. So far as a bankrupt is concerned he is under an obligation to make full disclosure and cannot refuse even to answer questions which may incriminate him (*Re Firth*, 26 W. R. 9), and on the same principle it is submitted that a person examined under section 8 of the Companies Act, 1890, upon a report of the official receiver charging fraud, could not refuse to answer similar questions. Answers of a bankrupt given at his public examination are expressly made evidence against him in all subsequent proceedings (section 17 (8) of the Bankruptcy Act, 1883) with some few exceptions: see section 27 of the Bankruptcy Act, 1890. But there is no such corresponding provision with respect to the examination under section 8 of the Companies Act, 1890, or private examinations in bankruptcy and winding up under section 27 and section 115 respectively. As against third parties such examinations certainly cannot be used, and as against the examinee could only be used as admissions, or to contradict in cross-examination like any other written document.

Any interested party can inspect and take a copy of the public examination of a bankrupt, and it is conceived the same rule applies to the public examination in a winding up. Private examinations are not necessarily put on the file at once, and may be withheld; but directly they are put on the file, as they must ultimately be, any creditor, whether in bankruptcy or winding up, whose proof has been admitted, has a right to inspect and take copies of such depositions: see in bankruptcy *Re Hayman* (31 W. R. 187), and in winding up *Re Standard Gold Co.* (44 W. R. 63) and *Re Merchants' Fire Office* (47 W. R. 480).

A meeting of the court of the University of Wales was held at Shrewsbury, on the 15th inst., the principal business being to select the locality in which to hold the ceremony of the installation of the Prince of Wales as Chancellor of the University on the 9th of May. The Senior Deputy Chancellor (Dr. Isambard Owen) presided, and there was a very large attendance of members of the court. The registrar read a letter from the Council of the Incorporated Law Society stating that they would support the Bill in favour of placing graduates who had taken their degrees at the University of Wales on the same level as those students who won degrees in other universities. Mr. Brynmor Jones said that the Bill was down for the 26th inst., and Mr. Kenyon and he were making arrangements to have a conversation with the Government which they hoped would result in the Bill being adopted without any difficulty as a non-party measure.

BREACH OF COVENANTS FOR TITLE.

THE recent decision of JOYCE, J., in *Turner* v. *Moon* (50 W. R. 237), on the measure of damages for breach of an implied covenant for good right to convey, is interesting from the rarity with which cases on breach of covenants for title occur, and also by reason of the uncertainty which attends the measure of damages. In America recourse is much more frequently had to the remedy on the covenant, and the reason for this difference of practice has been adequately stated in Rawle on Covenants for Title (5th ed., 1887)—a model of full and patient research upon the subject. Before the present elaborate system of investigation of title arose, covenants for title in the old form of warranty were a very real protection to purchasers; but in England the extreme care which is taken to prevent a purchaser taking a defective title, while it does not in the least bar his right to covenants, yet reduces to a minimum the probability of his ever having to make use of them. In America, according to Dr. RAWLE, the practice is very different. "Apart from obvious reasons springing from the settlement of a new country, the English system of conveyancing in its present advanced state is by no means generally adopted; land changes hands more freely, and with less examination of the title, and sometimes—as, for example, when taken in payment of a debt—with no examination at all; and then, to some extent, an effect has here been given to the covenants, or some of them, in their operation by way of estoppel which is altogether denied to them in England. From all these causes the American reports are proportionally as full of cases upon the subject of covenants for title as the Year Books were with cases upon the subject of warranty."

When a case has arisen for having recourse to the covenants for title, an important distinction exists according as a breach is alleged of the covenant for good right to convey or of that for quiet enjoyment; the breach in the latter case being a continuing breach, and in the former being apparently final upon the act of conveying without good title. In America the distinction seems to be accepted universally (Rawle, p. 248). In this country it depends upon the construction to be given to the judgments in the King's Bench in *Kingdon* v. *Nottle* (4 M. & S. 53). In terms, that case clearly recognized that a breach of the covenant for good right to convey was continuing. The covenant had been broken in the lifetime of a testator by defect of title on the conveyance to him. In an earlier case (*Kingdon* v. *Nottle*, 1 M. & S. 355) it had been held that an action for the breach would not lie at the suit of the executrix, but it was now held that it would lie at the suit of the devisee, and apparently upon the ground that there was a continuing breach. "Here," said Lord ELLENBOROUGH, C.J., "the covenant passes with the land to the devisee; for so long as the defendant has not a good title, there is a continuing breach; and it is not like a covenant to do an act of solitary performance, which, not being done, the covenant is broken once for all, but is in the nature of a covenant to do a thing *toties quoties*, as the urgency of the case may require."

It is not surprising that in *Spoor* v. *Green* (22 W. R. 547, L. R. 9 Ex. 99) KELLY, C.B., regarded this as a distinct authority that a breach of a covenant for right to convey was a continuing breach and could be sued upon as often as loss arose from it, so that the Statute of Limitations only ran from the time of loss. But BRAMWELL, B., preferred to adhere to the actual nature of the covenant and to restrict the apparent effect of Lord ELLENBOROUGH's language. The breach, he said, "was completed, if it ever existed, at the time the deed was executed. . . . It is not what is called a continuing breach any more than not paying money is a continuing breach. The covenant remains broken indeed, but broken once for all." And he considered that the devisee was allowed to sue in *Kingdon* v. *Nottle*, not because she had a new cause of action in the continuing breach, but because the loss arising from the original breach remained and fell upon the devisee.

In the present case of *Turner* v. *Moon* (*supra*) JOYCE, J., has expressed his concurrence with the doctrine of Lord BRAMWELL, but the necessity for deciding on the nature of the breach of covenant in this case arose, not with reference to the Statute of Limitations, but with reference to the measure of damages. If the breach is final on conveyance, then it seems that the measure of damages is the difference then existing in the value of the land by reason of the defect of title. If it is a continuing breach, it is possible that the damages are to be measured by the value of the land at the time of action. In America it seems to be quite settled that, upon a breach of the covenant for seisin, the damages depend upon the value of the land at the time of conveyance, and no regard is paid to any subsequent rise in its value, whether by improvements effected by the purchaser or otherwise (Rawle, p. 223). In this country there does not appear to be any clear authority upon the point, though the old case of *Gray* v. *Briscoe* (Noy, 142) is certainly not opposed to the American view. There B. covenanted that he was seised of land in fee simple, when in truth it was copyhold land in fee according to the custom. It was held that damages should be given according to the difference in value of freehold and copyhold land, and apparently this would be at the time of purchase.

In *Turner* v. *Moon* land was conveyed by deed, dated the 9th of December, 1891, by a grantor conveying "as beneficial owner," subject to a right of way in favour of three specified persons. After the conveyance the grantee discovered that a right of way existed also in favour of a fourth person, and as this right of way might be used by the occupants of a home for epileptic patients, owned by the fourth person, he brought the action. In fact, neither the fourth person nor the inmates of the home had, the learned judge said, ever used the right of way; but since, in his view, the breach was complete on conveyance, and the damages must be given once for all, it was necessary to assess them on the footing of the existence of this additional right of way. The measure of damages, accordingly, was the difference in the value of the property as purported to be conveyed and that which the vendor had power to convey.

Where there is an actual interference with the grantee's right of enjoyment, then he can sue on the covenant for quiet enjoyment, and this, as already pointed out, is the subject of continuing breach, so that an action lies whenever loss occurs. In America there is, as appears by the cases quoted by Dr. RAWLE (Covenants for Title, p. 224, *et seq.*), great diversity of opinion, it being sometimes held that the damages should be limited to the value of the land at conveyance, in analogy to the rule with regard to the covenant for seisin, and sometimes that covenants for quiet enjoyment should be treated as covenants for indemnity, "whose, object, therefore, is to compensate the party for his actual loss at the time of their breach." In this country the latter view was taken by ROMILLY, M.R., in *Bunny* v. *Hopkinson* (27 Beav. 565), where land had been sold for building purposes, and the purchaser was evicted after he had built some houses. It was held that he was entitled to recover, not only the value of the land, but also that of the houses. This, however, was expressly upon the ground that the erection of houses was the purpose for which the land was sold. In Mayne on Damages (6th ed., p. 221) a distinction is suggested according as the increase in value is due to collateral circumstances, in which case the purchaser would not be entitled to throw an increased burden on the vendor, or is due to the purchaser's own improvements, so far as they might reasonably be supposed to be in the contemplation of the parties at the time of the purchase. "Probably this," it is said, "will be found to be the true ground of distinction, and every case must be decided upon its own merits, according as the improvements were the fair consequence of the contract of sale or not."

Mr. Justice Joyce will be the Easter vacation judge, and he will attend at King's Bench Judges' Chambers to hear urgent applications on a day to be fixed.

An account of the receipts and disbursements of the Duchy of Cornwall in the year ended on the 31st of December, 1901, was issued on Thursday as a Parliamentary paper. The paper shows that the receipts in the year 1901 amounted to £131 081 16s. 5½d. The disbursements made in the year included the sum of £21,988 19s. 7d., by payments made to his Majesty's use for the period to the 22nd of January, 1901; and the sum £52,000, by payments made to the Prince of Wales's use from the 23rd of January to the 31st of December, 1901. The total payments for the year amounted to £115,660 6s. 1½d., leaving a balance of £15,421 10s. 4d.

CORRESPONDENCE.

THE LAND TRANSFER ACT, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I, with many other solicitors, have been expecting to hear what course the Council of the Incorporated Law Society intend to take with regard to the Attorney-General's reply to Mr. Remnant in the House of Commons on the 6th instant. When the President and Vice-President were elected to those offices it was generally thought that the fact that both were members of the House of Commons would prove a great advantage to the profession. I hope it will.

Feb. 18. A SOLICITOR.

CASES OF THE WEEK.

Court of Appeal.

Re **MORSE. MORSE** *v.* **MORSE.** No. 2. 18th Feb.

WILL—CONSTRUCTION—GIFT OF RESIDUARY ESTATE TO WIFE AND CHILDREN—INTERESTS OF CHILDREN DYING WITHOUT ISSUE TO REVERT TO THE OTHERS.

This was an appeal from a decision of Buckley, J. The facts were as follows: By his will, made in 1891, the testator devised and bequeathed all the residue of his real and personal estate (after the payment of an annuity and some legacies) to "my wife and children," and after providing for the determination of the wife's interest on her death or remarriage, the will proceeded as follows: "In the event of either of my children dying without issue, their interest to revert to the others; but to go to their children shall there be any, except as to son's wives, who would take their husband's interest jointly with their children." The testator died in 1900, leaving his wife and eight children him surviving, and on a summons taken out to determine the true construction of the above provisions, Buckley, J., held that the wife took a life interest in one-ninth only of the residuary estate, and the children a life interest only in their shares, and that on the death without issue of any of the children the survivors took a life interest only in the shares reverting to them. From this decision the wife and children appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—I think this appeal must succeed. The first question is as to the interest taken by the wife: does she take a life interest determinable on remarriage in one-ninth only of the residue, or in the whole? We think in the whole, and that there would be great difficulty in giving any other construction to the words, for we cannot think that the testator intended to create a class of whom his widow would be one, and unless you read the clause as creating a joint tenancy (which would be impossible if the wife takes a life interest while the children take absolutely) there is an intestacy as to the wife's share after her death. With regard to the children, we think they take absolutely, subject to divesting in the case of a child dying without issue. As to the interests of their unborn children, it is not desirable to declare them now; and I think we ought to express no opinion as to what happens if the gift over takes effect.

STIRLING, L.J.—I agree. The first question is whether the wife and children take jointly or successively. No doubt the former has been held in simple cases without context, but it has always been felt that this construction was contrary to the testator's probable wishes, and the courts have striven to avoid it, and in this case I think the fair construction is that the wife takes a life interest in the whole of the residue. With regard to the children, I think they take in common with a gift over on the death of any without issue.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSEL, *Dibdin*, K.C., and *Franey*; *H. Terrell*, K.C., and *W. H. Green*; *Errington*. SOLICITORS, *Vincent & Vincent*; *Welman & Sons*.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **SELOT'S TRUSTS.** Farwell, J. 16th Jan.

INTERNATIONAL LAW—CONFLICT OF LAWS—DOMICILED FRENCH SUBJECT—STATUS—"PRODIGUE"—"CONSEIL JUDICIAIRE."

Petition. Under the will of J. F. Selot, who died on the 8th of February, 1901, the petitioner, E. E. Portier, a domiciled French subject, was entitled to a sum exceeding £10,300, which had been paid into court by the trustees of the will under the provisions of the Trustee Act, 1893. By an order of the 5th of July, 1895, the French court at Paris had appointed one Demonts to be *conseil judiciaire* to the said E. E. Portier, and had pronounced the latter to be a *prodigue* under the provisions of sections 502, 513, 514, and 515 of the Code Civil (liv. I., tit. xi., chaps. ii and iii.), with the result, according to French law, that the said E. E. Portier was prevented "from suing and defending, compromising, borrowing, receiving capital money and giving a discharge therefor, alienating and incumbering his property by mortgage, without the assistance of his *conseil judiciaire*." By three several memorands of charge dated in September and October, 1901, the said E. E. Portier had charged the sum of £10,300 in favour of Messrs. Lumley & Lumley with the repayment of three sums of £250, £200, and £70 (required for necessary expenses of living and maintenance), and interest thereon. E. E. Portier now petitioned the court for payment out to him, on his sole receipt, of the balance of the £10 300 after paying to Messrs Lumley & Lumley the amount due to them, for payment out of which they themselves petitioned; they relied on *Worms* v. *DeValdor* (28 W. R. 346), which shewed that if the appointment of *conseil judiciaire* effected a change of status, the new status must be disregarded by the court as being as repugnant to English law as slavery, while even if the appointment was mere machinery the court would disregard it. For the *conseil judiciaire* it was submitted that the money ought not to be paid out without his consent. If the appointment did effect a change of status, such new status was not now repugnant but analogous to that created by the Lunacy Act, 1890, s. 116 (*d*); if it was mere machinery, that was of a kind to be respected by the comity of nations (*Re Hellman's Will*, 14 W. R. 682, L. R. 2 Eq. 363); and in any case the court had a discretion in the matter of payment out (*Re Barlow's Will*, 36 Ch. D. 287), and should consider, among the circumstances of the case, what was expedient with reference to the action of the French court.

FARWELL, J., said that he was bound to follow the decision in *Worms* v. *De Valdor* (*ubi supra*), where it was held that, if there were a change of status, such new status was to be disregarded as repugnant to English law. It was further held by Fry, J., in that case that if there was no change of status the position of the plaintiff in an English court were unaffected by the appointment of a *conseil judiciaire*. On the evidence in the present case he was of opinion that there was no change of status. With regard to the discretion, he had no discretion at all when asked, as in this case, to pay out a sum of money to a person absolutely entitled to it.—COUNSEL, *J. G. Butcher*, K.C., and *J. D. Israel*; *C. E. E. Jenkins*, and *J. D. Israel*; *R. Bramwell-Davies*, K.C., and *J. Gatey*; *Stanley Fisher*. SOLICITORS, *Lumley & Lumley*; *Kingsford, Dorman, & Co.*; *Knapp-Fisher & Sons*.

[Reported by W. H. DRAPER, Esq., Barrister-at-Law.]

BOND *v.* **BARROW HÆMATITE STEEL CO. (LIM.)** (2). Farwell, J. 27th, 28th, 29th Nov.; 3rd Dec.; 18th Jan.

COMPANY—ARTICLES OF ASSOCIATION—CONSTRUCTION—DISCRETION OF DIRECTORS—PREFERENCE SHARES—RESERVE FUND—"NET PROFITS"—"INTEREST"—DEPRECIATION FUND.

Action with witnesses. The Barrow Hæmatite Steel Co. (Limited) was incorporated and registered in 1864. At the time of action it had sustained an actual ascertained loss of capital of over £200,000, and an estimated loss exceeding £50,000; but it had in hand on the balance of the profit and loss account for the three years 1898, 1899, and 1900, a sum of about £240,000. The company proposed to carry over this £240,000 to replace the losses above stated. The plaintiffs, without imputing want of *bona fides* to the directors, claimed that the £240,000 should be divided among the preference shareholders in satisfaction of arrears and current dividends. The contention turned upon the articles of association, the material provisions of which were as follows: "Article 43. Any capital raised by the creation of new shares shall be considered as part of the original capital, and shall be subject to the same provisions with reference to the payment of calls, the forfeiture of shares on non-payment of calls or otherwise, as if it had been part of the orignal capital, except that it shall be lawful for the company in general meeting, by special resolution . . . to direct that the new shares shall have such priority in respect of dividends as it shall deem expedient." Article 95 gave the directors power to declare a dividend with the consent of the company in general meeting. Article 96 provided as follows: "No dividend shall be payable except out of the profits arising from the business of the company"; and article 97, "the directors may, before recommending any dividend, set aside out of the profits of the company such sum as they think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining the buildings and premises connected with the business of the company." By a special resolution confirmed on the 19th of December, 1872, the company resolved as follows: "(3) The directors are authorized to issue preference shares to the amount of £37,700, bearing interest at 8 per cent per annum in perpetuity"; and by a special resolution confirmed on the 15th of April, 1876, the company resolved as follows: "(1) The capital of the company shall be . . . increased by the addition thereto of 50,000 preference shares of £10 each, entitling the holder to a fixed dividend at the rate of £8 per cent. per annum. (3) The holders of the said new preference shares shall be entitled to a dividend thereon only after payment of the interest from time to time payable in respect of the mortgage and bond or debenture debts of the company, and after payment of a dividend at the rate of £8 per cent. per annum on the preference shares of the company (alluded to above); and in case in any year the net profits of the company shall not be sufficient for the payment in full of the dividends on such new preference shares, the net profits of any subsequent year shall (after payment thereout of interest on the mortgage bond or debenture debts of the company, and of dividends of the said £8 per cent preference shares) be applied in payment to the holders of the said new preference shares of the amount by which the dividends of any previous year or years may have fallen short of the fixed rate of £8 per cent." For the plaintiffs it was submitted that articles 95 and 97 had no application to preference shares; that by its use of the word "interest" the special resolution of 1872 had taken the preference shares thereby created out of the operation of those articles; and that clause (3) of the special resolution of 1876 had exercised a similar effect upon its preference shares by the use of the phrase "net profits." For the company it was submitted that both sets of preference shares were liable to the operation of articles 95 and 97, and that, even if they were not, the £240,000 represented capital and net income, and could not legally be paid as dividends. *Cur. adv. vult.*

FARWELL, J., dismissed the action. After stating the facts, his lordship said that in his opinion articles 95 and 97 applied to both sets of preference shares. While it was true that one of the objects of article 97 was to "equalize dividends," the mention of one object which was not applicable was no reason for excluding those objects which were applicable. The argument that the application of these articles put the preference shareholders at the mercy of the company had no weight here, where the *bona fides* of the company was admitted. There was nothing in the resolution of 1872 to alter the operation of these two articles; the word "interest" had slipped in *per incuriam* and must be read "dividend," for "interest" was not an apt word to express the return to which a shareholder was entitled in respect to shares paid up in due course and not by way of advance. "Interest" was compensation for delay in payment and was not accurately applied to a share of profits in trading. The clause of the resolution of 1876 was no doubt unhappily worded, but in his opinion the words "only after payment . . . " were restrictive words, equivalent to "subject to," and they did not create new rights by rescinding any articles. His lordship felt the difficulty of limiting the generality of the term "net profits," but he had come to the conclusion that its use was not sufficient to rescind the articles to which he had referred. As to the second point of the defence, that preference dividends could not be paid out of a sum which was really capital and not profits, it was alleged by the defendant company that they were bound to make good their losses before paying any dividend. The question was one of considerable difficulty on the authorities, but the result of those authorities was, in his opinion, that there was no hard-and-fast rule by which the court could determine what was capital and what was profit: *Dovey* v. *Cory* (50 W. R. 65; 1901, A. C. 477, 486). There was no single definition of the word "profits" that would fit all cases. For instance, that of Professor Marshall in Economics (1883 ed.), p. 142, was one which he could not adopt because of authorities binding on him. When Lindley, L.J., said, in *Verner* v. *General and Commercial Investment Trust* (38 SOLICITORS' JOURNAL 384; 1894, 2 Ch. 239), that "fixed capital may be sunk and lost, and yet that the excess of current receipts over current payments may be divided, but that floating or circulating capital must be kept up," he did not understand him to have been laying down a general and universal rule that in every company fixed capital could be sunk and lost, but that there were some companies in which that might be the case. All the authorities, however, were agreed that circulating capital must be kept up. As to the estimated loss of £50 000 the plaintiffs really relied on *Lee* v. *Neuchatel Asphalte Co. (Limited)* (37 W. R. 321, 41 Ch. D. 1) as establishing the universal negative that "no company owning wasting property need ever create a depreciation fund." In his opinion that was not the true result of that decision. It was for the court to determine in each case on evidence whether there ought or ought not to be any such fund in the case of a particular company. In this case the evidence went strongly to shew that both the realized and estimated losses ought to be replaced, and the court ought not to interfere with the honest discretion of directors. The action would be dismissed.—COUNSEL *C. E. E. Jenkins*, K.C., and *A. R. Kirby*; *J. G. Butcher*, K.C., and *F. Cassel*. SOLICITORS, *Frederick Walker & Pettitt*; *Currey, Holland, & Currey*.

[Reported by W. H. DRAPER, Esq., Barrister-at-Law.]

Re **WESTON. BARTHOLEMEW** *v.* **MENZIES.** Byrne, J. 15th and 21st Jan.; 14th Feb.

DONATIO MORTIS CAUSÂ—SUBJECT-MATTER—POST OFFICE SAVINGS BANK DEPOSIT BOOK.

Originating summons. This was a decision upon whether a Post Office Savings Bank deposit book could be given as a *donatio mortis causâ*. Thomas Weston, who had been a butler, was the owner of eight shares of £25 each in the Hearts of Oak Permanent Building Society, and also of some £130 deposited in the Post Office Savings Bank. While in a hospital in Queen's-square, London, in February, 1901, he gave a key to the defendant, Miss Menzies, to whom he had been engaged to be married, and asked her to get from a drawer in his bedroom the certificates of the shares and the bank deposit book, and when she had done this to keep them. She got the certificates and book as requested. Subsequently Weston repeated to her his wish that she should keep them. Weston died in May, 1901. His lordship held that the evidence established a gift on his part as a *donatio mortis causâ*, if the shares and money could be so given. The plaintiff had taken out letters of administration to the estate of Weston, and this summons was taken out for the purpose of obtaining the decision of the court as to whether there was a valid gift of the shares and money in the bank.

BYRNE, J. [after holding that the share certificates were not the subject-matter of a valid donation]: As to the money in the savings bank, since *Re Dillon* (38 W. R. 369, 44 Ch. D. 76), it is well established that a banker's deposit receipt in a form shewing the terms of the contract and being more than an acknowledgment for the receipt of money is a good subject for a *donatio mortis causâ*. There had previously been another decision in the Court of Appeal in Ireland to the same effect: *Cassidy* v. *Belfast Banking Co.* (22 L. R. Ir. 68). The test appears to be whether or not the document, besides acknowledging the receipt of the money, expresses the terms upon which it is held, and shews what the contract between the parties is: see *Moore* v. *Darton* (4 De G. & Sm. 577), and the judgment of Cotton, L.J., in *Re Dillon*. The savings bank book appears to fulfil this test; and although every rule regulating the contract is not set out in the book itself, all the essential rules are. The book is not a mere receipt. It must, as stated on its face, be produced whenever any money is deposited or withdrawn, and it contains the term of the contract as regards the payment of interest and withdrawal, as well as the other material terms of the contract between the depositor and the Savings Bank Department. But the case of *McGonnell* v. *Murray* (3 Ir. R. Eq. 460) was relied on as an authority to the contrary, and the general reasoning of that case seems to be approved of in *Duckworth* v. *Lee* (1899, 1 Ch. D. Ir. 405). In that case it was decided that the savings bank book in question was not capable of being given *mortis causâ*. The point there arose not as to the book of a depositor under the Post Office Savings Bank Act (24 Vict. c. 14), but as to the book of a depositor in a private savings bank governed by the provisions of the general Savings Bank Act of 1863 (26 & 27 Vict. c. 87). The only rules of the savings bank apparently relied on in that case are those set out at p. 463 of the report, and I do not find that it was part of the contract, as it was in the present case, that the book must be produced whenever any money is deposited or withdrawn, nor does it appear that there was any stipulation corresponding with that in the savings bank book to the effect that every deposit must be immediately entered by the postmaster or other person receiving it in the depositor's book, and that the postmaster or other person must affix his signature, and the stamp of the office to such entry. In *McGonnell* v. *Murray* the Master of the Rolls says he does not find in the Savings Bank Acts (meaning the Act 26 & 27 Vict. c. 87) anything to distinguish a savings bank pass book from an ordinary banker's pass book. The book therefore appears to me of a different nature from that with which I have to deal. I am quite unable to say that the Post Office savings bank book is not distinguishable from an ordinary banker's pass book, and I do not see how I can consistently with the cases of *Moore* v. *Darton* and *Re Dillon* do otherwise than hold the book to be capable of being given so as to create a *donatio mortis causâ*.—COUNSEL, *J. A. Hay*; *Lyttelton Chubb*; *J. H. Jackson*. SOLICITORS, *Paterson, Candler, & Sykes*, for *A. J. Ellis*, Maidstone; *W. W. Young, Son, & Ward*.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

SACCHARIN CORPORATION (LIM.) *v.* **DAWSON.** Farwell, J. 18th Feb.

PATENT—INFRINGEMENT OF ONE OF SEVERAL PATENTS—INJUNCTION.

The plaintiffs are the owners of patents for the manufacture of saccharin. They manufacture under several patents granted in 1891 and subsequent years. There was also a patent of 1885, which has now expired. The defendant imported a parcel of pure saccharin which, it was proved, must have been manufactured under one of the plaintiff corporation's patents, but the plaintiffs could not specify which one was infringed. An injunction was claimed against infringing any of the plaintiff corporation's patents.

FARWELL, J.—These are two actions which have been consolidated. In the first action the plaintiffs complain that the defendant sold to a brewery company in Manchester a 1lb. tin containing pure saccharin. There are numerous patents, the earliest of which, granted in 1885, has now expired. It has been proved that you could not make pure saccharin by that process, and that it is necessary to use one or other of two patented processes for the purpose of purifying. The corporation are unable to specify under which of the existing processes the infringement was manufactured. In a case before Owens-Hardy, J., *Saccharin Corporation (Limited)* v. *Quincey* (1900, 2 Ch. 246), a somewhat similar case, it could not be proved that the sample complained of was pure saccharin, and the patent of 1885, though in force at the date of the infringement, had expired at the date of the trial. It therefore might have been made under that patent. In that case, therefore, the injunction asked for was refused, but an inquiry as to damages was directed. I am not hampered by any question of impossibility of granting an injunction by reason of the possibility of the infringement being made under the process of 1885. I therefore grant an injunction against infringing the corporation's patents limited to the time which the earliest of them, that of 1891, has to run.—COUNSEL, *Colefax*. SOLICITORS, *J. H. & J. Y. Johnson*; *Pritchard & Englefield*, for *Batty, Ford, & Buckley*, Manchester. The defendant appeared in person.

[Reported by J. F. CARR, Esq., Barrister-at-Law.]

Re **S. ABRAHAMS & SONS (LIM.).** Buckley, J. 18th Feb.

COMPANY—DEBENTURES—REGISTRATION—EXTENSION OF TIME—WINDING-UP—COMPANIES ACT, 1900 (63 & 64 VICT. c. 48), ss. 14, 15.

In this case a company had sanctioned the issue of fifty-five debentures of £100 each on the 4th of November, 1898. Fifty of such debentures were issued prior to the 1st of January, 1901, but the remaining five were not issued to the applicant until July, 1901. These five debentures were not registered owing to a cause which was sufficient to entitle the applicant to relief under section 15 of the Act of 1900. On a summons under section 15 for extension of the time for registration,

BUCKLEY, J., refused to make the order extending the time except in the form adopted in *Re Joplin's Brewery* (50 W. R. 75; 1902, 1 Ch. 79) and *Re Spiral Globe (Limited)* (50 W. R. 187), and stated that except in very exceptional cases the order would always be made in that form. In the present case such an order would be of no use to the applicant and the summons would be dismissed with costs.—COUNSEL, *Peterson*; *Stewart Smith*. SOLICITORS, *R. Barnes*; *Close & Co.*

[Reported by L. W. SYERS, Esq., Barrister-at-Law.]

Re **THE SOUTH-WESTERN OF VENEZUELA RAILWAY CO.** Buckley, J. 18th Feb.

COMPANY—WINDING UP—RIGHT OF DIRECTORS WHO HAVE ACTED AS RECEIVERS AND MANAGERS FOR DEBENTURE-HOLDERS TO PROVE FOR THEIR REMUNERATION AS DIRECTORS.

In September, 1899, two of the directors of the above company were

appointed by the court receivers and managers of the company's railway in a debenture-holders' action and were paid salaries in that capacity. In April, 1901, the company passed a resolution for a voluntary winding up. This summons was issued in the winding up by the two directors claiming arrears of remuneration as directors during a period for part of which they had acted as such receivers and managers.

BUCKLEY, J., held that the directors were entitled to their remuneration as directors as long as there was any business of the company to carry on, and they were no less so entitled because, by doing certain work and being paid for it as receivers and managers, they lightened their work as directors.—COUNSEL, *Danckwerts*, K.C., and *Martelli*; *Jenkins*, K.C., and *Howard Wright*. SOLICITORS, *Maddisons*; *Stephenson, Harwood, & Co.*

[Reported by L. W. BYRNE, Esq. Barrister-at-Law.]

High Court—King's Bench Division.

REX *v.* **ARCHBISHOP OF CANTERBURY AND C. A. CRIPPS, ESQ., K.C., VICAR-GENERAL.** *Ex parte* **COBHAM. REX** *v.* **SAME.** *Ex parte* **GARBETT.** Div. Court. 3rd, 4th, 5th, and 10th Feb.

ECCLESIASTICAL LAW—MANDAMUS—CONFIRMATION OF BISHOP-ELECT BY ARCHBISHOP OR VICAR-GENERAL—OBJECTIONS TO DOCTRINE—25 HEN. 8, c. 20.

These were two rules in the same terms moved on behalf of A. W. Cobham and a Mr. Garbett, calling on the Archbishop of Canterbury and C. A. Cripps, K.C., Vicar-General, to shew cause why a writ of *mandamus* should not issue directed to them commanding them or one of them, at a court to be therefor duly holden in the matter of the confirmation of the election of the Rev. C. Gore, D.D., to the bishopric of Worcester, to permit and admit to appear in due form of law the said A. W. Cobham to oppose the confirmation of the election of the said Rev. C. Gore, and to hear and determine upon such opposition and upon the articles, matters, and proofs thereof. Cause was shewn against these rules on behalf of the Crown and on behalf of the Archbishop and Vicar-General. It appeared from the affidavits that the Rev. C. Gore having been duly nominated in letters missive from his Majesty the King, was elected Bishop of Worcester by the Dean and Chapter of Worcester acting under Royal licence, and was then presented for confirmation to the Archbishop. On the 16th of January the Archbishop of Canterbury had issued a citation substantially in the form which has for many years been used on such occasions, but to which was added the following note: "Persons claiming to be heard as objectors must deliver notice of their objections in writing at the office of the Provincial Registry, No. 3, Creed-lane, Ludgate-hill, before 4 p.m. Tuesday, the 21st of January instant. No objection will be considered unless such written statement has been delivered. The Vicar-General will sit in chambers at committee room No. 2 at the said Church House at 10 a.m. on Wednesday, 22nd instant, to consider any objections which may have been delivered and no objector who does not appear in chambers and establish his right to appear and be heard can appear or be heard during the business of confirmation." In accordance with the direction contained in such note, certain persons, acting in the same interest as Cobham, appeared in chambers, and handed in to the Vicar-General printed objections, which were verified by affidavit, and Mr. Garbett and certain others handed in certain other objections in writing. The objections handed in on behalf of Mr. Garbett alleged that the bishopelect had committed ecclesiastical offences and had published false doctrines, and thereby contravened the articles of religion, and that he was, by reason of such publications, unfit to be entrusted with the care and superintendence of a diocese. The other set of objections alleged, among other things, that the bishop-elect was not a prudent and discreet man, and not at all a fit and proper person to fill the office of bishop by reason of certain passages in his published works; and, further, that he had been a member of certain societies mentioned in the objections. The Vicar-General, after considering the nature of the objections, declined to hear any of the opponents in support of them, and after taking the names of the objectors gave as his decision that they were not objections which he could entertain.

Feb. 10.—THE COURT (Lord ALVERSTONE, C.J., and WRIGHT and RIDLEY, JJ.), having taken time to consider their judgment, discharged the rules, being of opinion that the Vicar-General ought not to entertain, still less adjudicate upon, charges of the character alleged in the objections tendered by either of the opponents. Costs of the Crown disallowed. Costs of the Archbishop allowed. Rules discharged.—COUNSEL, *Sir R. B Finlay*, A.G., *Sir E. Carson*, S.G., *Dibdin*, K.C., and *Sutton*; *Sir E. Clarke*, K.C., and *E. W. Hansell*; *J. G. Talbot* and *R. Goddard*; *Haldane*, K.C., *Bramwell Davis*, K.C., and *Whitehead*; *Danckwerts*, K.C., and *Morton Smith*. SOLICITORS, *Solicitor to the Treasury*; *Peacock & Goddard*; *Wainwright & Co.*; *R. Todd*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

Feb. 17.—Mr. E. F. Spence in the chair.—Mr. J. W. Galbraith moved: "That the judgment in the *Marais case* is wrong." Mr. A. H. Richardson opposed. There also spoke: Messrs. C. Kains-Jackson, W. S. Clayton-Greene, P. B. Walmsley, Samuel Saw, jun., and C. H. Kirby. Mr. Galbraith replied, and the motion was carried by a majority of eight votes.

COMPANIES.

LAW LIFE ASSURANCE SOCIETY.

The seventy-eighth annual general meeting of the Law Life Assurance Society was held on Wednesday, at the Society's office, 187, Fleet-street, Mr J. S. BEALE taking the chair. The report stated that the number of policies effected during the year was 516, assuring the sum of £538,643, the premium income on which, including £3,931 single premiums, amounted to £20,439 The net new business, after deducting re-assurances, was £520,143, at annual premiums of £16,421 and single premiums of £2,401. The society also received during the year premiums amounting to £1,460 0s. 3d. in respect of re-assurances against the risk of death from fatal accidents, under the agreement with the Law Accident Insurance Society (Limited). Ten sinking fund assurances for £39,021 were also granted at annual premiums of £837 18s. and single premiums of £226 8s. 4d. The total net premium income for the year was £259,800. Fifty-four immediate annuities were granted, in respect of which the society received the sum of £37,462 1s. 9d. One reversionary annuity was also granted. The total assets at the end of the year amounted to £5,043,243. The interest yielded by the society's funds was at the rate of £4 2s. 8d. per cent. per annum without deduction of income tax. The expenses of management (including commission) represented £12 5s. 3d. per cent. of the total net premium income. The net claims by death had amounted to £307,950 (including £91,063 bonuses) in respect of 158 policies upon 119 lives. The bonuses on participating policies which became claims (the bonuses attaching to which had not either wholly or in part been previously surrendered) had averaged 63 per cent of the original sums assured. The net amount of claims under life policies in 1901 was about £63,000 less than the *expected* amount according to the Hm. Table of Mortality, on which the society's valuations are based. The average age at death of the lives assured under policies which became claims was about 67 years, and the average duration of these policies was about 29 years. In addition to these claims there had been two claims amounting to £666 13s. 4d., under fatal accident re-assurances; two endowments for £53 had matured; and payments amounting to £451 had been made in respect of the maturing of a sinking fund policy. Eight annuitants had died during the year, and the society had thus been relieved from annual payments of £670 15s. The Stock Exchange securities held by the society had been revalued, and they stand in the accounts at their market values on the 31st of December last. It might be added that the amount by which the Stock Exchange securities were written down at the end of the year represented 2·7 per cent. of their values in the books before such adjustment. The extension of the society's offices in Fleet-street had been completed with much advantage to the conduct of the business.

Mr. E. H. HOLT (manager and secretary) having read the notice convening the meeting, and the auditors' report,

The CHAIRMAN, in moving the adoption of the report and accounts, referred to the death of the late Mr. Hopgood, which occurred in January, and was not therefore mentioned in the report. Mr. Hopgood was appointed a director in June, 1891. The board had filled the vacancy by the appointment of Mr. Dillon Lowe, whose firm was amongst the oldest and best supporters of the office, and one of its members was one of the original directors from the foundation of the company in 1823. The year's working of the office was on the whole satisfactory. The net new business was £520,000, against £502,000 last year and £504,000 in 1900. The number of policies issued was rather greater—viz., 516 against 424, but they were of a lower average amount, and this was an indication of the continually increasing difficulty of securing business. The net premium income was £259 800, being an increase of £3,000 over that of 1900, and except for the year 1898, when there were large single premiums, this premium income was the largest the society had received since 1874. The rate of interest was £4 2s. 8d., shewing an increase over 1900 which was due to the fact that it had been an exceedingly profitable year on reversions, and these profits came into the interest income and thereby swelled the apparent rate of interest. Excluding the reversions on both sides the rate would be £4 0s. 11d. The ratio of expenses worked out at £12 5s. 3d. against £11 11s. 7d. for the previous year, and that was a considerable increase, due to the spreading of the society's agency system year by year. For the last ten years or more the society had been endeavouring to extend the business through its outside agencies, and that involved some increase in the expense. The claim experience was satisfactory. In presenting the accounts the Stock Exchange securities belonging to the society had been written down to their market value on the 31st of December, 1901. There was no actual necessity for this course because the material date for valuing the assets would be the end of the current quinquennium, 1904. The writing down was rather done at the desire of the board so that there should not be any figures presented to the shareholders which could be said to be in any respect unduly favourable to the position of the society. If these assets were revalued at the present date they would shew a very much improved position. He would like to refer to a matter which did not appear in the report, but which had been dealt with in a circular issued in December, and that was the bringing down the proprietors' interim dividend and bonus from 4½ per cent. to 4 per cent. He hoped that for a very obvious measure of prudence no apology was necessary. It was the unanimous wish of the directors to secure not only the acquiescence, but the approval, of the shareholders in the course they had adopted. Of course the shareholders knew the peculiar position, that the Million Fund represented in great part the hoarded profits of past years as well as the capital, and although it stood as a security to the policyholders, it was the property of the shareholders subject to that security. In addition to the fact that in recent years the rate of interest yielded by first-class

securities had diminished there were other facts; the increase in the income tax was a very material matter, when it was considered that on every £4 10s. paid as interest on the Guarantee Fund the society had to pay 1s. 2d. in the pound, which meant an additional quarter per cent. on the Fund. Another factor to be met which nobody had had any experience of before was the remarkable effect the strain of the war had had not only on the ordinary securities which might be expected to fluctuate, but on the high-class securities which were the particular investments of insurance offices They might, of course, confidently hope that before the 31st of December, 1904, the causes which had produced the diminution in the values of high-class Stock Exchange securities would have become ancient history, and they might also hope that the Chancellor of the Exchequer might be more merciful in the matter of income tax. The society had now completed a year's experience of the change made in appointing professional auditors instead of auditors from among the shareholders and policyholders, as was previously the case. He believed it was the universal feeling that that change had worked very well and had led to valuable suggestions in the mode of recording the work, and that the audit was effectually carried out, and in such a way as to be a help to the officers and the executive staff. During the year the additions and alteration to the building had been completed, and the additional accommodation, which was much wanted, afforded to the staff. The directors felt that the year had shewn to an increasing degree how much the progress of the society depended upon the executive staff and how little comparatively could be done by the board to help them. He was sure it was their duty, as it was their pleasure, to acknowledge most heartily the mode in which the staff had conducted the business, and the constant and untiring efforts made by Mr. Holt and the staff to maintain and improve the society's position.

Sir W. J. Farrer seconded the motion, which, after a short discussion, was carried unanimously.

The retiring directors were re-elected as follows: Sir William Reynell Anson, Bart., M.P., Mr. James Samuel Beale, Mr. Henry John Lowndes Graham, C.B., the Rt. Hon. Viscount Knutsford, G.C.M.G., Mr. Robert Henry Bullock Marsham, and Mr. John James Edgcombe Venning

Mr Gérard van de Linde, F.C.A., was re-elected auditor for the proprietors, and Mr. Walter Frederick Wiseman, F.C.A., auditor for the assured, and in returning thanks endorsed the remarks of the chairman as to the excellent way in which the books were kept.

A vote of thanks to the chairman brought the proceedings to a close.

LAW GUARANTEE AND TRUST SOCIETY.

The fourteenth annual meeting of the Law Guarantee and Trust Society was held on Monday at the offices, Chancery-lane, Mr. Thomas Rawle (Chairman) presiding.

The report stated that during the past year the sum of £171,204 6s. 2d. had been received for premiums fees as trustees, commissions, and profit on realization of securities, which, after allowing the sum of £46,368 14s 1d. for re-assurances, left £124 835 12s. 1d. The percentage of management expenses, inclusive of agents' commission, directors' and auditors' fees, on the above net income was 23 66. The sum of £15,000 had been added to the general reserve fund, which now stands at £130 000. After the payment of all claims properly chargeable for 1901 against reserve for claims in suspense and rebates, the directors had added £25,355 4s. 2d. to this reserve, again bringing it up to £50 000. The balance, including the amount brought forward from last year, was £26,876 7s. 11d. From this £3,000 was paid as interim dividend for the half year ending the 30th of June last, and the directors now recommended that a further sum of £7,000 be paid in respect of the half year ending the 31st of December, 1901, free of income tax, making the dividend 10 per cent. for the year. This would leave £16,876 7s. 11d. to be carried forward. The business of the society had so largely increased that the directors were of opinion that with great advantage to the society the capital, which now stands at £1,000,000, should be increased to £2,000,000 by the creation of 100,000 shares of £10 each, such shares to be in all respects (including the £5 reserve liability) similar to the existing shares, upon which £1 had been paid. The directors proposed that 50,000 shares (or a larger number if applied for) should in the first instance be offered to the proprietors at a premium of 10s. per share. The directors regretted to report that their esteemed colleague, Mr. John Hunter, who was one of the original directors, and who had been of the greatest assistance to the society, had resigned his seat at the board owing to ill-health. They had elected Mr. Robert Lewin Hunter (of the firm of Messrs. Hunter & Haynes) to fill the vacancy.

Mr. Thomas R. Ronald, secretary and manager, having read the notice convening the meeting,

The Chairman said that it gave him very great pleasure to meet the shareholders again after a year of very successful business operations. He proposed to ask their attention to some of the salient features of the report. During the year the sum of £171,204 6s. 2d. had been received for premiums, fees as trustees, commissions, and profit on realization of securities, which, after allowing £46,368 14s. 1d. for reinsurances, left £124,835 12s. 1d. It might be said that this was a very large amount for reinsurances, but the board thought the shareholders would approve of the cautious, conservative policy which had always prevailed, and would agree that reinsurances really constituted an additional reserve, and were a safeguard against future possibilities which could not be foreseen by anyone He was glad to say that the percentage of management expenses were less than last year. Turning to the balance-sheet itself, the capital of course remained as it was; £1,000,000 had been issued, of which £100,000 had been paid up. The general reserve fund, including reserve for unexpired risks, had been increased to £130,000 by means of an addition of £15,000. The reserve for claims in suspense and rebates was written up again to £50,000. Sundry creditors (including reassuring companies) stood at £28,632 8s. 5d., which was less by nearly £10,000 than last year, and the revenue account, as against £12,563 last year, had been brought up to the very handsome figure of £23,876 7s. 11d. Turning to the credit side, substantially the figures remained as they were. Their investments were all kept up, as had always been the practice, at cost price. The important portion, that was to say, the big investments, remained, as they had always done, invested in the names of trustees. Properties taken over pending realization stood at £72,546 14s., as against £44,000 odd last year. That was, of course, a very great increase consequent upon the extension of the society's operations. These figures were stated in the balance-sheet at what the board considered their true value. As to the properties sold, less deposits received, which stood at £17,100, last year this was a much larger figure, because at that time the society had not entirely disposed of its interest in the Carlton Hotel. Since that date the matter had gone off with satisfaction to the board. Advances against securities and sundry debtors stood at £60,428 18s 11d. A very satisfactory item was that the society had at the bank at the end of last year £50,538 in solid cash. Turning to the revenue account the claims paid during the year had, of course, increased. As the business of an insurance company progressed, not only did the premiums, but the claims also increase. But the increase had not been greater than had been expected. In the previous year £38,651 were paid, and this year it was £45,378. The management expenses were actually less, advertising was the same, and law charges less. Directors and auditors' fees were the same, income tax of course a little more. That carried down the gross balance of revenue to £59,688. On the credit side the board had put in one collective sum, as they always had done, the amounts received in respect of premiums, fees as trustees, commissions, and profit on realization of securities £171,204, which was an increase of £45,000 over last year. The reinsurances were larger, but the result was that they had out this year £124,835, as against £94 000 last year. That was a very substantial increase. They would be pleased that the interest on investments was substantially the same. Dealing with the balance of the revenue, £59,668, it was proposed to add £25,355 4s. 2d. to the reserve fund, which would bring the special reserve fund to £50,000, at which it had formerly stood, and brought the balance to £19,313 2s. 10d. An interim dividend had already been paid of 6 per cent., which left an available balance of £26,876, and it was proposed that that should be applied to the payment of a dividend for the year of 10 per cent. and that the balance of £16,876 7s. 11d. should be carried forward. There were perhaps some general observations which he might make. Last year was a record year, but the present was a record upon a record. This was by far the most favourable year they had ever had, not only in respect of any particular transaction, but all round. Business was increasing in a very satisfactory and substantial manner. The net income had been increased by £30,000, the reinsurance by £15,000, and that was protecting the society against possible risks. A 10 per cent. dividend which was free from income tax was equivalent to 10½ per cent. at least. If a mortgage was called in and the society paid it off under their guarantee they were financially capable of holding the property, and were not compelled to sell it for what it would fetch, perhaps at a sacrifice, but they could retain and nurse these securities with the result that when they had written down a security on the ultimate realization they got more than the amount for which they had so written it down, and to that extent they recovered a portion of the price at which it stood in their books. It was satisfactory to realize that in a year of unusual depression the business had made greater progress than ever before, and he had no doubt the progress was going to continue. The actual reserves were £130,000, and the reserve for claims £50,000, which made £180,000, and that was a very good result of fourteen years' trading. When the society started the board had £100,000 of the shareholders' money to deal with. Of that £75,000 was locked up, and had ever since remained in the hands of trustees untouched. Therefore the business had been created with a capital of £25,000 only. The society had paid during those years an average dividend exceeding 5 per cent. per annum, and built up a fund of £180,000, which was largely in excess of the original subscribed capital. A curious feature about the claims was that in a great many instances it was exactly the claims which one would expect not to result in a loss upon which the society had to pay. He referred to trustees' securities, which were carefully safeguarded and various formalities gone through. If the public got to understand that a mortgage taken under such circumstances might come to grief they would see that it was very important for tenants for life and trustees to consider whether the small fee the society charged of one-half per cent was not a very good investment. Another great advantage was that the punctual payment of interest was guaranteed. The board thought the time had come when they should submit to the shareholders the desirability of increasing the capital. The operations of the society had extended very largely, and were still extending, and a further amount of capital could be utilized. Not only would further capital be immediately available for active purposes, because the amount invested in the hands of the trustees was not active, but it would materially strengthen the acceptability of the society as guarantors to some of the most important institutions in the country, he meant the large insurance offices and banks. Most of them preferred the society's guarantee to any other. But as the business extended the risk must be extended. The board had no doubt the proposed addition would materially strenghten the position of the society and increase the business. It would be of great advantage to the shareholders to get the new shares at a premium of only 10s. per cent. It was proposed to issue only £50,000, but if more were required the shareholders could apply for as many as they chose, and they could be allotted up to £100,000. The

society's business in private trusts was largely increased and he hoped shareholders would bring such business to the society. It had been necessary to increase the staff with the increase of business and adjoining premises had been taken to provide sufficient accommodation. The society was doing better than it had ever done before and he hoped that next year they would hear that it had gone beyond this year. He moved the adoption of the report and accounts.

Mr. RADCLYFFE WALTERS seconded the motion, which was unanimously adopted

On the motion of the CHAIRMAN, seconded by Mr. WALTERS, a final dividend was declared making the dividend for the year 10 per cent.

On the motion of Mr. WALTERS, seconded by Mr. TURNER, the retiring directors, Mr. F. H. Janson, Mr. R. Pennington, the Chairman, and Mr. W. Williams, were re-elected

On the motion of Mr. LAWTON, seconded by Mr. GEORGE WESTON, the auditors, Messrs. Deloitte, Dever, Griffiths, & Co., were re-elected.

INCREASE OF CAPITAL

The CHAIRMAN moved: "That the capital of the company be increased to £2,000,000 by the creation of 100 000 new shares of £10 each, such new shares to be issued at such times and on such terms as the directors may from time to time determine, but so that the first issue shall consist of 50,000 shares (or a larger number if applied for), to be offered at a premium of 10s. per share to the members in proportion to the existing shares held by them."

A long discussion took place as to the best method of issuing the shares and the motion was eventually passed in the following form: "That the capital of the company be increased to £2,000,000 by the creation of 100,000 new shares of £10 each, to be offered in the first instance at a premium of 10s per share to the members in proportion to the existing shares held by them."

DIRECTORS' FEES.

Mr. ROBERT CUNLIFFE said they were all very well pleased with the position of the company, and it was in a great measure owing to the exertions of the directors that it was so prosperous. He proposed that the remuneration of the directors should be increased by the annual sum of £1,000, to be divided as they should determine.

Mr. GRIFFITHS seconded the motion, and it was carried.

The CHAIRMAN returned thanks, and the proceedings terminated on a vote of thanks to the chairman, directors, and staff, moved by Mr. GRIFFITHS and seconded by Lord CLIFFORD.

LEGAL NEWS.

APPOINTMENT.

Mr. SAMUEL CHESTER, solicitor, of the firm of Messrs. Crawford & Chester, of 90, Cannon-street and 16 and 17, Lawrence Pountney-hill, London, E.C., has been elected Solicitor to the Council of the Metropolitan Borough of Stepney.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JOSEPH SIDNEY MERTON and THOMAS WILLIAM CLARKE, solicitors (Merton & Clarke), 11, St. Martin's court, St. Martin's-lane, W.C. Jan. 21. [*Gazette*, Jan. 31.

JOHN HAWTHORNE LYDALL, JOHN FRENCH LYDALL, and HERBERT WYKEHAM LYDALL, solicitors (Lydall & Sons), 37, John-street, Bedford-row, London. Nov. 25. John Hawthorne Lydall and Herbert Wykeham Lydall will continue the said business under the style of Lydall & Sons.

JOHN G. MURRAY, JNO. RICHMOND, and J. MURRAY AYNSLEY, solicitors (John G. Murray, Richmond, & Aynsley), 42, Westgate-road, Newcastle-on-Tyne, and Consett, in the county of Durham. Feb. 14. So far as regards the said John Murray Aynsley, who retires from the firm, and who will henceforth practice on his own account at Consett aforesaid The said John George Murray and John Richmond will continue the said business under the style of Murray & Richmond.

GEORGE TURNBULL and ARTHUR TURNBULL, solicitors (Turnbull & Turnbull), George Thorpe's-chambers, Hustlergate, in the city of Bradford. Jan. 31 The said George Turnbull will continue the practice in his own name at the above address. [*Gazette*, Feb. 18.

INFORMATION REQUIRED.

HAYLEY, deceased.—Any person having possession of or who can give information about the Will of Maria Hayley, spinster (who died on the 5th day of February, 1902, at St. George's Hospital, London), is requested to communicate with Messrs. Bidford, Monier-Williams, & Robinson, solicitors, 6 and 7, Great Tower-street, London.

GENERAL.

The president (Sir H. H. Fowler, M.P.), the vice-president (Sir A. K. Rollit, M.P.), and the Council of the Incorporated Law Society entertained a large company at dinner at their hall on Wednesday evening. Among the guests were the following: Mr. Justice Bigham, Mr. Justice Buckley, Judge Waddy, K.C., Sir Joseph Leese, K.C., M.P., Mr. R. B. Haldane, K.C., M.P., Mr. E. Robertson, K.C., M.P., Mr. W. R. M'Connell, K.C., Mr. T. Shaw, K.C., M.P., Sir J. T. Woodhouse, M.P., Sir T. Wemyss Reid, Mr. Haden Corser, Mr. Rupert Kettle, Captain Vyvyan, R.N.R., Deputy Master of the Trinity House, Alderman H. C. Morris, Mr. R. S. Godfrey, Mr. Granville Smith, Mr. G. A. King, Mr. R. H. Dawe, Mr. E. J. McGillivray, Mr. A. N. G. Aitken, Mr. C. E. Haselfoot, Mr. Williamson, Mr. Bucknill, Mr. Brown, Mr. R. S. Taylor, Mr. M. Templeton, Mr. H. Bevir, Mr. A. E. Cowley, Mr. Leslie Hunter, and Mr. G. Franklin. The following members of the Council were also present: Mr. Attlee, Mr. Barker, Mr. Cheston, Mr. Ellett, Mr. Freshfield, Mr. Hollams, Mr. Lee, Mr. Marshall, Mr. Pennington, Mr. Rawle, Mr. Winterbotham, and Mr. Doyle.

In the course of a letter to the *St. James's Gazette* Mr. H. Ernest Garle says: No doubt many of your readers are aware that the impressed stamps usually put upon legal and other documents retain the impression permanently when impressed upon paper but not upon parchment, and that in these circumstances the stamping authorities affix a small square of paper to the parchment by means of a metal clip which has an adhesive label gummed on the other side, the stamp being then pressed upon the whole This method left the door open for unscrupulous persons to remove the square of paper with the stamp upon it from valueless deeds and affix it to a deed requiring stamping Sir Henry Bessemer, then a young and struggling man, conceived the idea of perforating the parchment with the amount of duty enshrined in some suitable device, in much the same way that some people perforate the value of their cheques nowadays. He submitted his idea to the Director of Stamps (Lord Arthorpe, I think it was), and not only was it accepted, but because of the special machinery that the new system entailed he was appointed to superintend operations at a substantial salary. In high glee he carried the news to the young lady to whom he was engaged to be married. "Why!" said she, "if only the stamps were dated and a law passed that all documents had to be stamped within a certain time after the date of their signing, the Government would not have to get the new machinery." Sir Henry worked out the mechanical details upon the dies and submitted the new idea to the stamping authorities "What a brilliant idea!" said they. "Of course we shouldn't want new machinery, and—er—er—of course we—er—shan't want you, Mr. Bessemer."

An action of *Low* v. *Comyns* had been set down in the Chancery Division on the 7th of February for trial on the 20th, but on the 12th an order was made that discovery should be given within seven days by both the plaintiff and the defendant. Mr. W. F. Stallard, for the plaintiff, on the 13th inst. asked that the action should not be in the paper for trial before the 3rd of March The defendant agreed to the application. Mr Justice Buckley said: Some time since it was the custom, as soon as notice of trial had been given, for solicitors to tie up their papers and think there was nothing more to be done. That is not the case now. I intend that when notice of trial has been given for a day the parties shall prepare themselves for that day A plaintiff may give notice of trial either under pressure from the defendant or voluntarily If the plaintiff gives notice under pressure, the defendant is entitled to a speedy trial. If the plaintiff gives notice voluntarily, he knows his time and ought to be ready. When the person to whom notice is given requires time, it may be that more indulgence should be shewn to him. That will be for the court to consider on each particular occasion. But, *primâ facie*, he also ought to be ready. I desire to call public attention to the state of the paper at present. I have in the warned list only three cases which are actually ready to be put into the paper There is another which will ripen on the 14th of February—*i.e.*, to-morrow—another on Saturday, and four more on Monday. I have only six other cases to try, and in them notice of trial expires next week, and the parties must be ready for trial. Such applications as this really mean, "I have given notice of trial on a certain day, there is a judge ready to try the case, and I am not prepared to face him." On these grounds I decline to allow this case to be postponed.

The certificates awarded as the result of the examination held in connection with the course of lectures delivered, under the auspices of the Saddlers' Company, by Lieut.-Colonel J. A. Nunn, C.I.E., on "The Theory of Saddle and Harness Fitting, with reference to the Anatomy and Shape of Horses," were distributed on Tuesday night by the Lord Chancellor, at the Saddlers'-hall, Cheapside. Mr Alfred Laurie (master of the company) presided. The Lord Chancellor said he felt bound to admit that some of the trades of this country had not maintained their old reputation. Formerly it was thought, and perhaps justly, that there must be superintendence of a trade by some superior authority, but times had changed, and no such authority could be exercised in these days. He believed that the most successful institutions in this country were those which owed their origin and maintenance not so much to Government interference, as to voluntary efforts on the part of the trades themselves, and this company had given an example of such useful voluntary efforts. A noble friend of his had introduced a Bill into the House of Lords for conferring certain powers on the Plumbers' Company and making it penal for anyone to have a certificate as a plumber unless it were properly obtained. He was not certain that that was the right line to pursue. His belief was that the determination of this company to rely on those interested in the trade was the wiser course. They would look after the trade themselves much better than outsiders. If there was one thing of which he had the greatest horror, it was the inspector employed by any Government to look after everything and everybody. The genius of this country was for voluntary and free effort. He had read with great admiration the lectures of Colonel Nunn, who seemed to have gone to the root of the matter. While he fully appreciated their desire for a practical knowledge of saddlery work, he thought it might be truthfully said that practice without a reasonable theory, without being founded on a reasonable notion of what was to be done, often led one astray, and he was equally certain that theory, however abstruse or scientific, without practice, would be impossible of application in the manufacture of saddles or anything else. Those who accomplished both things, who united theory and practice, would make the best workmen.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Feb. 24	Mr. Pugh	Mr. Carrington	Mr. Farmer	Mr. Beal
Tuesday 25	Carrington	Pugh	Farmer	R. Leach
Wednesday 26	Pemberton	Carrington	Godfrey	Beal
Thursday 27	Jackson	Pugh	Farmer	R. Leach
Friday 28	R. Leach	Carrington	Godfrey	R. Leach
Saturday, March 1	Beal	Pugh	Godfrey	

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, Feb. 24	Mr. W. Leach	Mr. Jackson	Mr. King	Mr. Godfrey
Tuesday 25	Greswell	Pemberton	Church	Farmer
Wednesday 26	W. Leach	Jackson	King	Church
Thursday 27	W. Leach	Pemberton	Church	King
Friday 28	Greswell	Jackson	King	Greswell
Saturday, March 1	Greswell	Pemberton	Church	W. Leach

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Feb. 26.—Messrs. Fuller, Horsey, Sons, & Cassell, at the Mart, at 12:—Freehold Ground-rent of £700 per annum, secured on the Battersea Depôt of Slaters, Limited, who have spent large sums of money in modern buildings, and who hold a lease at the above ground-rent having an unexpired term of 92 years. Solicitors, Messrs. Henderson, Buckle, & Goodman, London. (See advertisement, this week, p. 5.)

Feb. 27.—Messrs. Farebrother, Ellis, Egerton, Breach, Galsworthy, & Co., at the Mart at 2:—By order of the Gas Light and Coke Co.—City of Westminster: Important area of upwards of Four Acres, with Water Frontage of 320 ft. extending from Grosvenor-road and the River Thames to Beeborough-street, lying between Belgrave-road and Vauxhall Bridge road.—Solicitors, Messrs. Bedford, Monier-Williams, & Williams, London. (See advertisement Feb 8, p. 6.)

Feb 28.—Messrs. E. & S. Smith, at the Mart, at 2:—Muswell Hill: Freehold Family Residence, containing three reception-rooms, six bedrooms, bath-room &c., unusually large garden. Solicitors, Messrs. Underwood, Son, & Piper, London.—Kentish Town: Long Leasehold House and Shop, let at £40 per annum. Solicitors, Messrs. Bird & Eldridges, London. (See advertisements, this week, p 5.)

RESULT OF SALE.

Messrs H. E. Foster & Cranfield sold at the Mart, on Wednesday last Ground Rents at Kentish Town, Camden Town, and Haverstock Hill, the reversions to the rack-rents falling in in 1910 and 1917, for a sum of £24,460; the Freehold Residential Property known as The Cottage, Kingsbury, with grounds of over 2½ acres, for £7,525; the total of the day's sale was £32,985

The same firm held their usual Fortnightly Sale at the Mart on Thursday, when they sold:—

	£	s.
ABSOLUTE REVERSIONS:		
To one-ninth and to one-sixth of one-ninth of £6 720; life 54 ... ... Sold	350	0
To one-seventh of £3,601 11s. 10d. India 3 per cent. Stock; life 55	240	0
LIFE POLICIES:		
For £50; life 57	200	0
For £50; same life	196	0
Also a block of Shares in miscellaneous companies	247	16

N.B.—The Reversion to £10,000 odd Consols was unavoidably withdrawn just prior to the sale

The forty-fourth annual meeting of Lloyds Bank, Limited, was held at the Grand Hotel, Birmingham, on the 14th instant, Mr. J. Spencer Phillips presiding. The balance sheet shewed a disposable profit of £718,000, and the directors recommended a dividend of 18¾ per cent. After other appropriations there remained over £68,000 to carry forward. The published reserves of the bank now stand at £1,950,000.

BANKRUPTCY NOTICES.

London Gazette.—Friday, Feb 14

RECEIVING ORDERS.

Arundel Herbert, York, Watchmaker York Pet Feb 10 Ord Feb 10

Bartter, Albert George, Chestfton, Kent, Insurance Agent Canterbury Pet Feb 8 Ord Feb 8

Bassil Samuel Whitley, Hemel Hempstead, Herts, Farmer St Albans Pet Feb 10 Ord Feb 10

Canfield, William, Richmond, Yorks Innkeeper Northallerton Pet Feb 10 Ord Feb 10

Capstick, Thomas Sanderson, Tebay, Westmoreland, Licensed Victualler Kendal Pet Feb 12 Ord Feb 12

Carr, Frederick, East Putney Wandsworth Pet Jan 30 Ord Feb 12

Chate Walter John, Liverpool Wrexham Pet Jan 23 Ord Feb 12

Cotterill John, Warrington, Commission Agent Warrington Pet Feb 10 Ord Feb 10

Davies, Daniel Wilson, Briton Ferry, Glam, Boot Dealer Aberavon Pet Feb 12 Ord Feb 12

Davies, Henry Evan Swansea, Grocer Swansea Pet Jan 29 Ord Feb 10

Davis Henry, Portishead, Somerset, Decorator Bristol Pet Feb 10 Ord Feb 10

Dickson, Edenson Chatsworth, Cockermouth Cumberland, Painter Cockermouth Pet Feb 10 Ord Feb 10

Fanthorpe, John Henry, Goltho, Linc, Farmer Lincoln Pet Feb 7 Ord Feb 12

Gray, George, Spennymoor, Durham, Working Joiner Durham Pet Feb 12 Ord Feb 12

Harrison, Joseph, Gt Yarmouth, General Dealer Gt Yarmouth Pet Feb 8 Ord Feb 8

Harrison, Samuel Hyman, Norwich, Metal Merchant Norwich Pet Jan 18 Ord Feb 10

Heaton, Thomas, Sale, Chester, Plumber Manchester Pet Feb 10 Ord Feb 10

Hillam, Joseph G. Moorgate st, Company Promoter High Court Pet Jan 16 Ord Feb 7

Hope, John Alfred, Workington, Iron Merchant Workington Pet Oct 29 Ord Feb 10

Hoskins, Richard, Seawell, Northumberland, Builder Newcastle on Tyne Pet Feb 10 Ord Feb 10

Isaac, Arthur, Whitwick, Leicester Burton on Trent Pet Feb 11 Ord Feb 11

Jones, Ellen, Portdinorwic, Carnarvon, Grocer Bangor Pet Feb 11 Ord Feb 11

Jones Roderick, Tolsey st High Court Pet Feb 10 Ord Feb 10

Leapman, Henry, Steward st, Spitalfields, Clothier High Court Pet Feb 10 Ord Feb 10

Lienes, Louis, Redcross st High Court Pet Dec 31 Ord Feb 12

Mayor, Rudolph, Brixton High Court Pet Jan 1 Ord Feb 12

Mellor, John, Belper, Derby, Butcher Derby Pet Feb 11 Ord Feb 11

Morris George Shrewsbury, Bricklayer Shrewsbury Pet Feb 12 Ord Feb 12

Muddiman Joseph Essex, Aston, Warwick, Baker Birmingham Pet Feb 11 Ord Feb 11

Norton Walter, Grimsborough, Lincs, Grocer Lincoln Pet Feb 11 Ord Feb 11

O'Donnell, Michael, Bolton, Fish Salesman Bolton Pet Jan 31 Ord Feb 12

Page, William Howard, Dronfield, Derby, Manufacturers' Agent Chesterfield Pet Feb 10 Ord Feb 10

Pauling, Lyndon Christmas, Norwich, Butcher Norwich Pet Feb 10 Ord Feb 10

Powell, Joseph, Leeds, Fish Merchant Leeds Pet Feb 10 Ord Feb 10

Pressble, William Spencer, Folkestone, Builder Canterbury Pet Jan 29 Ord Feb 8

Rankin, Frederick, Barking, Essex, Innkeeper Chelmsford Pet Feb 8 Ord Feb 8

Roberts, John William, Liverpool, Turner Liverpool Pet Feb 10 Ord Feb 10

Sheehan, Godfrey, Liverpool, Grocer Liverpool Pet Jan 21 Ord Feb 12

Staples, John Thomas, Soham, Cambs, Butcher Cambridge Pet Feb 12 Ord Feb 12

Swannell, James, Worcester, Grazier Worcester Pet Feb 11 Ord Feb 11

Taylor, Dorothy, Lower Broughton Manchester Pet Jan 30 Ord Feb 12

Tilley, Reuben, Warwick, Dairyman Warwick Pet Feb 3 Ord Feb 9

Ure, William, Cargo Fleet, nr Middlesbrough, Brickmaker Middlesbrough Pet Feb 10 Ord Feb 10

Wadsworth, David Farey, jun, Walsall, Saddler Walsall Pet Feb 7 Ord Feb 7

Wheatley, Albert, Leeds Leeds Pet Feb 10 Ord Feb 10

Wollerton, Harry William Walker, Aston New Town, Warwick, Baker Birmingham Pet Feb 12 Ord Feb 12

Yorke Abraham Abbey, Dartmouth Park Hill, High Court Pet Feb 11 Ord Feb 11

Amended notice substituted for that published in the London Gazette of Feb 4:

Glein, Frederick Edward, and Luciano Bentzauer Manchester, General Shipping Merchants Manchester Pet Jan 16 Ord Jan 30

WINDING UP NOTICES.

London Gazette.—Friday, Feb. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Ch. Deyer & Co. Limited—Petn for winding up, presented Jan 31, directed to be heard at the County Court House, St. Peter's gate, Nottingham, on Wednesday, Feb 26 at 12 Day, Brougham chambers, Wheeler gate, Nottingham, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 25

Edwin Nichols, Limited—Petn for winding up, presented Feb 6 directed to be heard at the Shire Hall, Worcester on Feb 25 Turner, Dunedin House, Basinghall avenue, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 24

Minas and Rio Railway Co, Limited—Creditors are required, on or before March 27, to send their names and addresses, and particulars of their debts and claims, to the Hon Philip James Stanhope and Robert Charles Preston, Minas and Rio Railway, 15, Victoria st, Westminster. Cope & Co, 61 George st, Westminster, solors for the liquidators

Rawden & Co. Limited—Creditors are required, on or before March 29, to send their names and addresses, and particulars of their debts or claims, to Mr. Albert Frederick Horatio Reader, 33, Market st, Bradford. Wright & Co, Bradford, solors to liquidator

Standard Steam Laundry Limited—Creditors are required, on or before March 26, to send their names and addresses and the particulars of their debts or claims, to Thomas Gulland Mellors, 1 King John's chmbrs, Bridlesmith gate, Nottingham. Ford, Nottingham, solor to liquidator

Sunlight Gold Recovery Syndicate, Limited—Petn for winding up, presented Jan 27, directed to be heard Feb 20 Dyson & Co, 5 and 6, Great Winchester st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 19

Thomas Winter & Co Limited—Creditors are required, on or before March 29, to send in their names and addresses, and the particulars of their debts or claims, to M. L. Walkden, 10, Norfolk st, Manchester

London Gazette.—Tuesday, Feb. 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A. B. Wilson, Limited—Creditors are required, on or before March 14, to send their names and addresses, and particulars of their debts or claims, to J. B. Reeves, 3 Church court, Old Jewry

Compagnie Française des Chocolats des Thes—Petn for winding up, presented Feb 12, directed to be heard Feb 27. Ward & Co, 85, Gracechurch st, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 24

Cornish Dairy Co. Limited—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims to Mr Arthur Goddard, 46 and 47, London Wall. Thomson & Thomson, Abchurch yard, solors for the liquidator

High Explosives Co, Limited—Petn for winding up presented Feb 15, directed to be heard Feb 27. Ward & Co 85 Gracechurch st solors for the petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 26

Kinver Gas Co Limited—Creditors are required on or before March 30, to send their names and addresses, and particulars of their debts or claims, to Thomas Henry Gough, 267, Castle st, Dudley. Wall & James, Stourbridge solors for the liquidator

Lake View Extended Gold Mine (W.A.), Limited—Creditors are required, on or before March 29, to send their names and addresses and the particulars of their debts or claims to G. Goldthorp Hay, 18, St Swithin's la

Lake View South Gold Mine (W.A.), Limited—Creditors are required, on or before March 29, to send their names and addresses, and the particulars of their debts or claims, to G. Goldthorp Hay, 18, St Swithin's la

FIRST MEETINGS.

ARUNDEL, HERBERT, York, Jeweller Feb 25 at 11.30 Off Rec, The Red House, Duncombe pl, York

BARNWELL, EDGAR JOB, Cheshunt, Hereford, Nurseryman Feb 22 at 11 Off Rec, 95, Temple chmbrs, Temple av

BIRD, ISAAC, Manchester, General Carrier Feb 21 at 3 Off Rec, Byrom st, Manchester

COLLIER, JAMES WARGRAVE, Downton, Wilts, Woolstapler Feb 25 at 1 Off Rec, City chmbrs, Endless st, Salisbury

COTTERILL, JOHN, Warrington, Commission Agent March 7 at 10 45 Court House, Palmyra sq, Warrington

DITCHBURN, EDWARD HART, Darlington, Licensed Victualler Feb 26 at 3 Off Rec 8, Albert rd, Middlesbrough

ELLIS, MARGULIS, Patrington, Yorks, General Dealer Feb 21 at 11 Off Rec, Trinity House ln, Hull

HALL, JOHN, Barnsley, Fruiterer Feb 21 at 10.15 Off Rec, Regent st, Barnsley

HARRISON, SAUL DAVID, Gt Yarmouth, Bottle Merchant Feb 21 at 12 30 Off Rec, 8 King st, Norwich

HARWOOD, FRANCIS, Cardiff, Wheelwright Feb 21 at 10.30 117, St Mary st, Cardiff

HEATON, THOMAS, Sale, Cheshire, Plumber Feb 21 at 2.30 Off Rec, Byrom st, Manchester

HOSKING, RICHARD, Benwell, Northumberland, Builder Feb 21 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

MAYNOCK, ALBERT, Rochdale, Builder Feb 25 at 2.15 Townhall, Rochdale

OWEN, WILLIAM, Liverpool, Greengrocer Feb 26 at 12 Off Rec, 35, Victoria st, Liverpool

PAIN, WILLIAM THOMAS, Hastings, Jeweller Feb 25 at 2 Off Rec, 24, Railway app, London Bridge

POULSTON, THOMAS GEORGE, Cheltenham Hairdresser Feb 27 at 11.15 County Court bldgs, Cheltenham

POWELL, JOSEPH, Leeds, Fruit Merchant Feb 21 at 11 Off Rec, 22, Park row, Leeds

RAINE, JOHN WILLIAM, Darlington, Confectioner Feb 26 at 3 Off Rec, 8, Albert rd, Middlesbrough

RETTER, WILLIAM, Merriott, Somerset, Dairyman Feb 25 at 12 15 Off Rec City chmbrs, Endless st, Salisbury

ROBERTS JOHN WILLIAM, Liverpool, Turner Feb 26 at 2 Off Rec, 35, Victoria st, Liverpool

SHARDLOW, SAMUEL, Nottingham, Grocer Feb 21 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

SMITH, BEN, and JAMES BOOCOCK, Bacup, Builders Feb 25 at 11.15 Town Hall, Rochdale

SWANNELL, JABEZ, Worcester, Grocer Feb 22 at 11.30 45, Copenhagen st, Worcester

THORNS, ARTHUR, Norwich Feb 21 at 12 Off Rec, 8, King st, Norwich

TILLEY, REUBEN, Warwick, Dairyman Feb 21 at 1.30 Registrar's Office, Jury st, Warwick

WATT, THOMAS, Wood Green, Postmaster Feb 21 at 12 Off Rec, 95, Temple chmbrs, Temple av

WEEKES, WILLIAM, Weymouth, Jobmaster Feb 28 at 1.30 The Crown Hotel, Weymouth

WESTMORE, GEORGE HENRY, Newport, I of W, Hairdresser Feb 24 at 2 30 Off Rec, 19, Quay st, Newport, I of W

WHEATLEY, ALBERT, Leeds Feb 21 at 11.30 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ARUNDEL, HERBERT, York, Watchmaker York Pet Feb 10 Ord Feb 10

BARTTER, ALBERT GEORGE, Cheriton, Kent, Insurance Agent Canterbury Pet Feb 8 Ord Feb 8

BISHOP, CHARLES THOMAS, Bristol, Club Manager Bristol Pet Feb 4 Ord Feb 12

BRETT, JOHN, Norwich, Blacksmith Norwich Pet Jan 16 Ord Feb 11

BROWN, RICHARD JAMES, Spencer rd, Herne hill, Commercial Traveller High Court Pet Aug 8 Ord Feb 10

CAMFIELD, WILLIAM, Richmond, Yorks, Innkeeper Northallerton Pet Feb 10 Ord Feb 10

CAPSTICK, THOMAS SANDERSON, Tebay, Westmoreland, Licensed Victualler Kendal Pet Feb 12 Ord Feb 12

CLIFF, JOSEPH, Wem, Salop, Plumber Shrewsbury Pet Jan 29 Ord Feb 11

CONNORS, MICHAEL FRANCIS, Dulwich High Court Pet Sept 11 Ord Feb 11

COTTERILL, JOHN, Warrington, Commission Agent Warrington Pet Feb 10 Ord Feb 10

DAVIES, DANIEL MILSON, Briton Ferry, Boot Dealer Neath and Aberavon Pet Feb 12 Ord Feb 12

DAVIS, HENRY, Portishead, Somerset, Decorator Bristol Pet Feb 10 Ord Feb 10

DICKSON, EDENSOR CHATSWORTH, Cockermouth, Cumberland, Painter Workington Pet Feb 10 Ord Feb 10

FANTHORPE, JOHN HENRY, Goltho, Lincs, Farmer Lincoln Pet Feb 7 Ord Feb 13

GLEIM, FREDERICK EDWARD, and LUCIANO BRITTAUER, Manchester, General Shipping Merchants Manchester Pet Jan 16 Ord Feb 11

GRAY, GEORGE, Spennymoor, Durham, Joiner Durham Pet Feb 12 Ord Feb 12

GREATOREX, HERBERT J, Birmingham, Architect Birmingham Pet Jan 6 Ord Feb 10

HEATON, THOMAS, Sale, Chester, Plumber Manchester Pet Feb 10 Ord Feb 10

HOLLIS, ELIZABETH, Ilketon, Watchmaker Derby Pet Jan 7 Ord Feb 10

ISAAC, ARTHUR, Whatwick, Leicester Burton on Trent Pet Feb 11 Ord Feb 11

JONES, ELLEN, Portdinorwic, Carnarvon, Grocer Bangor Pet Feb 11 Ord Feb 11

JONES, ROBERT, Blaenau Festiniog, Boot Dealer Portmadoc Pet Jan 2 Ord Feb 8

JONES, RODERICK, Tooley st, Dealer's Manager High Court Pet Feb 10 Ord Feb 10

LEAPMAN, HENRY, Steward st, Spitalfields, Clothier High Court Pet Feb 10 Ord Feb 10

MADDIN, MARIE HERMINE, Borough High st, Widow High Court Pet Jan 4 Ord Feb 10

MALLARD, EDWARD, Birmingham, Solicitor Birmingham Pet Jan 22 Ord Feb 10

MELLOR, JOHN, Belper, Derby, Butcher Derby Pet Feb 11 Ord Feb 11

MORRIS, GEORGE, Shrewsbury, Bricklayer Shrewsbury Pet Feb 12 Ord Feb 12

MUIR, GEORGE HORACE, Pancras ln High Court Pet Nov 20 Ord Feb 10

NORTON, WALTER, Gainsborough, Grocer Lincoln Pet Feb 11 Ord Feb 11

PAGE, WILLIAM HOWARD, Dronfield, Derby, Manufacturers' Agent Chesterfield Pet Feb 10 Ord Feb 10

PAULING, LYNDON CHRISTMAS, Norwich, Butcher Norwich Pet Feb 10 Ord Feb 10

POWELL, JOSEPH, Leeds, Fruit Merchant Leeds Pet Feb 10 Ord Feb 10

RANKIN, FREDERICK, Bocking, Essex, Innkeeper Chelmsford Pet Feb 8 Ord Feb 8

ROBERTS, JOHN WILLIAM, Liverpool, Turner Liverpool Pet Feb 10 Ord Feb 11

SCHARFF, ANNIE, Stoke upon Trent, Licensed Victualler Stoke upon Trent Pet Jan 7 Ord Feb 11

SHRUBSALL, MARIA, Llangwm, Pembroke, Licensed Victualler Pembroke Dock Pet Jan 12 Ord Feb 12

STAPLES, JOHN THOMASIN Sham, Cambridge, Butcher Cambridge Pet Feb 12 Ord Feb 12

SUMMERS, WILLIAM RICHARD, Hakin, nr Milford Haven, Master Mariner Pembroke Dock Pet Feb 8 Ord Feb 12

SWANNELL, JABEZ, Worcester, Grocer Worcester Pet Feb 11 Ord Feb 11

TILLEY, REUBEN, Warwick, Dairyman Warwick Pet Feb 3 Ord Feb 9

URE, WILLIAM, Cargo Fleet, nr Middlesbrough, Brickmaker Middlesbrough Pet Feb 10 Ord Feb 10

WADSWORTH, DAVID TARRY, jun, Walsall, Baker Walsall Pet Feb 7 Ord Feb 7

WESTWOOD, JOSEPH WILLIAM, Birmingham, Engineer Birmingham Pet Feb 6 Ord Feb 10

WHEATLEY, ALBERT, Leeds Leeds Pet Feb 10 Ord Feb 10

Amended notice substituted for that published in the London Gazette of Jan 31:

DENBY, BERNARD OUTRAM, Rotherham, Yorks, Grocer and Provision Dealer Sheffield Pet Jan 27 Ord Jan 27

Amended notice substituted for that published in the London Gazette of Feb 4:

ARONOVITCH, BENJAMIN, Sheffield, Tobacconist Sheffield Pet Jan 30 Ord Jan 30

ADJUDICATION ANNULLED.

REEVES, JOHN ALFRED, Cardiff, Provision Merchant Cardiff Adjud Nov 13, 1901 Annul Feb 6

London Gazette.—TUESDAY, Feb. 18.

RECEIVING ORDERS.

BAILEY, JOSEPH, Leicester, Advertising Agent Leicester Pet Feb 14 Ord Feb 14

BARBER, THOMAS FREDERIC, Carlton Colville, Suffolk, Commercial Traveller Gt Yarmouth Pet Feb 13 Ord Feb 13

BATH, JOHN EDWARD, Bowes Park, Wood Green, Clerk High Court Pet Feb 13 Ord Feb 13

BEAGLE, GEORGE HENRY, Lincoln Lincoln Pet Feb 10 Ord Feb 14

BIGGS, FRANK LEWIS, Bath, Pawnbroker Bath Pet Feb 13 Ord Feb 13

COX, RICHARD, Croydon, Builder Croydon Pet Feb 12 Ord Feb 12

DAVIES, EVAN, Quaker's Yard, Glam, Innkeeper Pontypridd Pet Feb 14 Ord Feb 14

DINGWALL, ELMIT ANDREW, Crowle, Lincs Tailor Sheffield Pet Feb 15 Ord Feb 15

ELLIOTT, HAROLD, Amberley, Sussex Farmer Brighton Pet Feb 13 Ord Feb 13

ELMORE, ALBERT, Ampthill, Beds, Potato Merchant Bedford Pet Jan 8 Ord Feb 13

FAKE, GOSS, Sunderland, Yeast Merchant Sunderland Pet Feb 15 Ord Feb 15

FIELDEN-KING, ADA CATHERINE, Ryde, I of W Ryde Pet Feb 15 Ord Feb 15

FLEMING, FREDERICK WILLIAM, Portland, Dorset, General Dealer Dorchester Pet Feb 14 Ord Feb 14

GILMAN, ROBERT HENRY, and JOHN WILLIAM GILMAN, Hanley, Clothiers Hanley Pet Feb 12 Ord Feb 13

GORE, WILLIAM, Red Hill, Worcester Railway Police constable Gloucester Pet Feb 13 Ord Feb 13

GREEN, CHARLES BEAN, Washingborough, Lincs, Joiner Lincoln Pet Feb 13 Ord Feb 13

GREENFIELD, WILLIAM, Wedbridge, Surrey, Builder Kingston, Surrey Pet Feb 13 Ord Feb 13

HAYLLAR, ALFRED ALLEYNE DIMSDALE, Minehead, Somerset Taunton Pet Feb 15 Ord Feb 15

HELLIWELL, ALFRED WILLIAMSON, Buckingham st, Fitzroy sq Licensed Victualler High Court Pet Jan 23 Ord Feb 14

HOLTOAKS, WILLIAM, Sheepy Magna Leicester, Blacksmith Birmingham Pet Feb 13 Ord Feb 13

HUGHES, SAMUEL Trehebert, Glam, Draper Pontypridd Pet Feb 13 Ord Feb 13

HUNT, WILLIAM Sheffield, Furnace Builder Sheffield Pet Feb 14 Ord Feb 14

JONES, THEOPHILUS, Ynysybwl, Glam, Baptist Minister Pontypridd Pet Feb 13 Ord Feb 13

KING, GEORGE, Luton, Beds, Carpenter's Labourer Luton Pet Feb 13 Ord Feb 14

KNOTT, WILLIAM HENRY SYDNEY, Exeter, Plumber Exeter Pet Feb 13 Ord Feb 13

LANE, CHARLES Wandsworth, Pig Feeder Wandsworth Pet Feb 13 Ord Feb 13

LANGLEY, RICHARD JOSEPH, Bath st, City rd, Collar Dresser High Court Pet Jan 23 Ord Feb 13

LAWS, GEORGE ROBERT, Gt Yarmouth Gt Yarmouth Pet Feb 14 Ord Feb 14

LEVELL, JOHN, Kutling, Cambridge, Farmer Cambridge Pet Feb 13 Ord Feb 13

LLOYD, JOHN, Wrexham, Denbigh, Furniture Dealer Wrexham Pet Feb 13 Ord Feb 13

MCMANN, PARKER, Stockton on Tees, Fruiterer Stockton on Tees Pet Feb 14 Ord Feb 14

MADDOCKS, JOSEPH TANTUM, Meersbrook, Sheffield, Commercial Clerk Sheffield Pet Feb 15 Ord Feb 15

MOORE, GEORGE, Chorlton on Medlock, Manchester, Commercial Traveller Salford Pet Jan 23 Ord Feb 11

PEARSON, ROBERT, Bramley, Leeds, Fried Fish Dealer Leeds Pet Feb 13 Ord Feb 13

ROBERTS, ALFRED EDWIN, Leicester, Plumber Leicester Pet Feb 13 Ord Feb 13

SAUNDERS, HENRY, West Walsall, Grocer Walsall Pet Feb 11 Ord Feb 11

SHAW, ALEXANDER FLETCHER, Ilkeston, Derby, Farmer Derby Pet Feb 5 Ord Feb 14

SYKES, HENRY CHARLES, Knaresborough, Yorks, Tailor York Pet Feb 14 Ord Feb 14

THATCHER, THOMAS, Shepherd's Bush, Dairyman High Court Pet Jan 20 Ord Feb 13

THOMPSON, ALFRED, Knaresborough York Pet Feb 14 Ord Feb 14

TROLLOPE, HENRY JAMES, Worthing, Grocer Brighton Pet Feb 15 Ord Feb 15

WILLIAMS, BENJAMIN, Strelley, Notts Nottingham Pet Feb 14 Ord Feb 14

WILLIAMS, KATE, Prestatyn, Flints, Wine Merchant Bangor Pet Feb 14 Ord Feb 14

WOOD, JOHN, Leek, Staffs, Builder Macclesfield Pet Feb 14 Ord Feb 14

WRIGHT, THOMAS, Middlesbrough, Grocer Middlesbrough Pet Feb 14 Ord Feb 14

Amended notice substituted for that published in the London Gazette of Jan 7:

HARDING, THOMAS, Alpraham, Farmer Crewe Pet Dec 18 Ord Jan 8

Amended notice substituted for that published in the London Gazette of Feb 14:

WOOLLERTON, HARRY WILLIAM WALTER, Aston New Town, Warwick, Baker Birmingham Pet Feb 12 Ord Feb 12

FIRST MEETINGS.

ABRAHAMS, GEORGE, Kintbury, Berks, Baker Feb 25 at 12 1, St Aldate's, Oxford

BAILEY, JOSEPH, Leicester, Advertising Agent Feb 25 at 3 Off Rec, 1, Berridge st, Leicester

BARTTER, ALBERT GEORGE, Cheriton, Kent, Insurance Agent March 6 at 2.30 Off Rec, 68, Castle st, Canterbury

BASSIL, SAMUEL WHITLEY, Hemel Hempstead, Herts, Farmer Feb 27 at 2 30 County Court Office, St Albans

BATH, JOHN EDWARD, Bowes Park, Wood Green, Clerk Feb 25 at 12 Bankruptcy bldgs, Carey st

BIGGS, FRANK LEWIS, Bath, Jeweller Feb 26 at 12 Off Rec, 26 Baldwin st, Bristol

BISHOP, CHARLES THOMAS, Avonmouth, Bristol, Club Manager Feb 26 at 11.30 Off Rec, Baldwin st, Bristol

COOK, ALFRED, Northallerton, Hostler March 3 at 11.30 Court house, Northallerton

COOKE, HERBERT, Birmingham, Electrical Engineer Feb 26 at 11 174, Corporation st, Birmingham

CRAWFORD ARTHUR TRAVERS, Claverton st, Pimlico, Journalist Feb 25 at 12.30 24, Railway app, London Bridge

DAVIS, HENRY, Portishead, Somerset, Decorator Feb 26 at 11.45 Off Rec, 26, Baldwin st, Bristol

GRAY, GEORGE, Spennymoor, Durham, Working Joiner Feb 25 at 3.30 Off Rec, 25, John st, Sunderland

HARDING, CHARLES, Peckham grove Feb 27 at 12 Bankruptcy bldgs, Carey st

HARRISON JOSEPH, Gt Yarmouth, General Dealer Feb 25 at 10 30 Mr Lovewell Blake's Office, South quay, Great Yarmouth

HICKINBOTHAM WALTER CHARLES, Walton on Thames Feb 25 at 11 30 24, Railway app, London Bridge

HIGGS ALFRED CHARLES, Weymouth, Auctioneer Feb 26 at 1 The Crown Hotel, Weymouth

HILLAM, JOSEPH G, Moorgate st, Company Promoter Feb 26 at 2.30 Bankruptcy bldgs, Carey st

JONES, THOMAS, Mountain Ash, Glam. Carpenter Feb 25 at 12 135, High st, Merthyr Tydfil

LEWES, DAVID, Old Broad st Feb 25 at 2.30 Bankruptcy bldgs, Carey st

MAAS, EUGENE JEAN, Gt Yarmouth, Hotel Manager Feb 25 at 2 30 Star Hotel, Hall quay, Gt Yarmouth

MADDIN MARIE HERMINE, Borough High st Feb 25 at 12 Bankruptcy bldgs, Carey st

MELLOR, JOHN, Belper, Derby, Butcher Feb 25 at 2.30 Off Rec 47, Full st, Derby

MEYER, LEOPOLD, Kensington Gardens sq Feb 26 at 11 Bankruptcy bldgs, Carey st

MORRIS, GEORGE, Shrewsbury, Bricklayer March 4 at 10 Off Rec 4a, St John's hill, Shrewsbury

MYERS, MICHEL DAVID, Hammersmith, Tailor Feb 28 at 12 Bankruptcy bldgs, Carey st

NORTHMORE, JOHN HENRY, Plymouth Butcher Feb 25 at 11 6, Athenæum ter, Plymouth

O'DONNELL, MICHAEL, Bolton, Poultry Salesman Feb 26 at 11 19, exchange st, Bolton

PAGE, WILLIAM HOWARD, Dronfield, Derby, Manufacturers' Agent Feb 25 at 3 30 Off Rec, 47, Full st, Derby

PARTRIDGE, JOHN, Chesterfield, Builder Feb 25 at 2 Angel Hotel, Chesterfield

PEARSON, ROBERT, Bramley, Leeds, Fried Fish Dealer Feb 26 at 11 Off Rec, 22, Park row, Leeds

PEARSON, WILLIAM, Quarry Bank, Staffs, Fishmonger Feb 25 at 11 Off Rec, Wolverhampton st, Dudley

RICKLES, FRED, Kingston upon Hull, Builder Feb 25 at 11 Off Rec, Trinity House ln, Hull

ROBERTS, ALFRED EDWIN, Leicester, Plumber Feb 25 at 12 Off Rec 1, Berridge st, Leicester

FOSS, ALFRED, Prestonville rd, Clerkenwell, Builder Feb 28 at 12 Bankruptcy bldgs, Carey st

SHEPPARD, MARIA, Llanswn, Pembroke, Licensed Victualler Feb 28 at 2.30 Temperance Hall, Pembroke Dock

STARLING, STEPHEN, Folkestone, Fisherman March 6 at 9 Off Rec 48, Castle st, Canterbury

SUMMERS, WILLIAM RICHARD HAKIN, nr Milford Haven, Master Mariner Feb 28 at 2.45 Temperance Hall, Pembroke Dock

SYKES, HENRY CHARLES, Knaresborough, Tailor Feb 27 at 1.30 Off Rec, The Red House, Duncombe pl, York

THOMPSON, ALFRED, Knaresborough Feb 27 at 1 Off Rec, The Red House, Duncombe pl, York

VAN DER WEYDE, HENRY, Regent st, Photographer Feb 26 at 11 Bankruptcy bldgs, Carey st

WELLSTEAD, GEORGE JOHN, Southsea, Watchmaker Feb 25 at 3 Off Rec, Cambridge junc, High st, Portsmouth

WETHERELL, RICHARD ROBINSON, Hetton le Holme, Durham, Builder Feb 25 at 3 Off Rec, 25, John st, Sunderland

WISTER, HENRY BYLAND, Addle st Feb 27 at 2.30 Bankruptcy bldgs, Carey st

WRIGHT, GEORGE SAMUEL, Dalston Junction, Merchant Feb 26 at 2.30 Bankruptcy bldgs, Carey st

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